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Case No.

## 1

1. This case concerns defendant Swiss Re's failure to honor numerous reinsurance agreements that its predecessors issued to TIG (the "Reinsurance Agreements"). Those Reinsurance Agreements contain contractual provisions requiring Swiss Re to indemnify TIG for a portion of the "expenses" that TIG incurs in connection with claims under policies issued by TIG. Swiss Re has violated those coverage obligations. TIG has incurred millions of dollars in litigation expenses in connection with efforts by TIG's policyholders to improperly obtain insurance coverage from TIG when no coverage was due under the applicable policies. Although Swiss Re is properly responsible to cover over \$329,000.00 of those past "expenses," as well as such expenses incurred in the future, Swiss Re refuses to reimburse TIG for any such expenses. Accordingly, TIG brings this action to obtain a declaration regarding Swiss Re's

coverage obligations and to recover the sums owed to TIG pursuant to the Reinsurance Agreements.

### **THE PARTIES**

2. Plaintiff TIG is a California corporation with its principal place of business in New Hampshire. TIG is the legal successor-in-interest of certain of the liabilities of several other insurance companies, including International Insurance Company ("IIC), and International Surplus Lines Insurance Company ("ISLIC") (collectively referred to as "TIG"). IIC and ISLIC were the original parties that entered into the Reinsurance Agreements.

3. Defendant Swiss Re is a reinsurance company domiciled in New York and with its principal place of business in New York City. Swiss Re is one of the world's largest reinsurers and offers a wide variety of reinsurance products and financial services. Swiss Re is the legal successor-in-interest to the rights and obligations under the Reinsurance Agreements, which were originally issued by Kemper Re.

### **JURISDICTION AND VENUE**

4. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. TIG is a citizen of California and New Hampshire while Swiss Re is a citizen of New York. Additionally, this matter by far exceeds the \$75,000.00 threshold established by § 1332.

5. Venue is proper in this court pursuant to 28 U.S.C. § 1391 in that several transactions or critical portions of the transactions from which this cause of action arise occurred in Cook County, Illinois.

6. Among other reasons, IIC and ISLIC were domiciled in Illinois throughout much of the period relevant to this Complaint. Notably, at the time when the contracts were executed, and in fact for a significant period of time thereafter, ISLIC's headquarters and underwriting

operations were based in Chicago, Illinois. The Reinsurance Agreements were negotiated through ISLIC's office located in Chicago, Illinois.

7. Kemper Re was a reinsurance provider domiciled in Illinois with its principal place of business in Long Grove, Illinois. All of the Reinsurance Agreements were negotiated and executed through Kemper Re's business offices located in Long Grove, Illinois. The majority of the Reinsurance Agreements and any subsequent Amendments were negotiated through reinsurance intermediaries located in Chicago, Illinois. Several Reinsurance Agreements and their Amendments were executed through Guy Carpenter & Company, Inc.'s ("Guy Carpenter") offices located in Chicago, Illinois. Guy Carpenter is a global reinsurance intermediary and currently operates under the name Guy Carpenter & Company, LLC. Likewise, several Reinsurance Agreements were negotiated through L.W. Biegler's Chicago offices. In 1998 GE Global Insurance Holding Company ("GE") acquired Kemper Re. GE was later renamed GE Reinsurance Corporation ("GE Re") and was also domiciled in Illinois. Most of the underlying declaratory judgment actions arose when Kemper Re or GE Re were Illinois corporations. Swiss Re acquired GE Re in 2006 and is licensed to transact business in Illinois. On information and belief, Swiss Re transacts business within Illinois and has provided coverage for Illinois companies and interests.

### **FACTUAL ALLEGATIONS**

8. This Complaint concerns insurance and reinsurance obligations entered into throughout the 1970s and 1980s. Throughout that period, TIG (through its predecessors) was engaged in the business of providing various commercial property and casualty insurance coverage to corporations and commercial entities. TIG typically provided excess coverage, i.e., excess of underlying insurance or a self-insured retention of the policyholder.

9. As is typical in the insurance industry, for various reasons, TIG decided to purchase reinsurance protection to cover a portion of the insurance liabilities that TIG had assumed under the policies it had issued.

10. Reinsurance is an insurance contract issued to an insurer. The insurer purchasing the reinsurance is known as the "ceding insurer" or "cedent." TIG is thus the "ceding company" in this instance. A reinsurance contract provides a right of reimbursement when the cedent incurs losses or expenses by making payments or by participating in proceedings to resolve claims under insurance policies it has issued to others. The typical reinsurance agreement requires the cedent to pay its reinsurer a portion of the premiums collected from the insurance policies covered by the reinsurance agreement; in turn, the reinsurer is obligated to indemnify the ceding company for its agreed share of the claims and expenses incurred by the ceding company in connection with its policies.

11. From 1977 through 1985, TIG purchased reinsurance protection from Swiss Re on numerous occasions. A list of the relevant Reinsurance Agreements, including dates of coverage, limits of liability, and the identity of the underlying policyholders, is set forth as Exhibit A, which is incorporated herein by reference. In addition, a copy of each such Reinsurance Agreement in TIG's possession is incorporated and attached hereto as Exhibits B through LL.

12. Although many of the Reinsurance Agreements contain slightly different terms and conditions, at their core, all of them provide that Swiss Re was entitled to receive a share of the premiums that TIG received from its policyholders under reinsured policies. In turn, the Reinsurance Agreements all obligate Swiss Re to indemnify TIG for its specified share of claims and expenses incurred by TIG pursuant to the reinsured policies.



13. There is no dispute in this case regarding premium. In fulfillment of its contractual obligations, TIG has paid to Swiss Re all of the premiums properly due and owing to Swiss Re under the Reinsurance Agreements. Swiss Re has accepted and retained those premiums for its benefit.

14. In contrast, Swiss Re has failed to honor its contractual obligation to reimburse TIG for "expenses" it has incurred in connection with the reinsured policies issued by TIG.

15. Each of the Reinsurance Agreements contains substantially the following language regarding Swiss Re's obligation to cover a portion of TIG's expenses:

"All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. *In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits. . . .*"

Kemper Re Facultative Reinsurance Certificate, Certificate No. 44282-7-00-80; Section E (emphasis added).

16. Over the years, TIG's policyholders have asserted various claims for coverage under the reinsured policies. Pursuant to its duties to its policyholders, after receiving notice of claims, TIG has performed an investigation of each claim to determine whether and in what amount it should be paid. Where TIG has determined that claims are covered, they have been paid, and the losses and expenses incurred by TIG have been ceded to Swiss Re.

17. On certain occasions, however, TIG's policyholders have refused to accept decisions by TIG that their claims (or portions thereof) were outside the scope or limits of coverage afforded by TIG's policies. Accordingly, TIG's policyholders initiated declaratory judgment actions, seeking a declaration that TIG was obligated to provide the requested coverage. Accordingly, TIG was forced to incur expenses investigating, defending, and

responding to those coverage claims. On other occasions, TIG sought to obtain an affirmative declaration that losses at issue were not covered.

18. TIG's actions in investigating, defending, and prosecuting these coverage determinations inured to the mutual benefit of TIG and Swiss Re. To the extent that TIG was successful in establishing that its policyholders' claims were improper, inflated, or outside the scope or limits of coverage, such a result reduced the amount of loss that Swiss Re was obligated to pay. TIG's actions also were necessary and proper to ensure that only covered losses were paid under its policies, a course of action that benefited Swiss Re as TIG's reinsurer.

19. The expenses TIG incurred in connection with its policyholder's claims for coverage are expenses covered by the plain language of the Reinsurance Agreements. Accordingly, Swiss Re is obligated to indemnify TIG for its specified percentage of those expenses.

20. After incurring expenses in connection with its policyholder's assertions of coverage, TIG has submitted requests to Swiss Re for reimbursement. Pursuant to the terms of the Reinsurance Agreement, TIG consistently invoiced Swiss Re for its proportionate share of those expenses as they were incurred, the remainder of which were borne by TIG. Swiss Re has refused to pay any such expenses.

21. TIG has incurred declaratory judgment coverage action expenses in connection with (among others) five (5) major policyholders. TIG has submitted requests to Swiss Re for reimbursement totaling \$329,728.34 in connection with TIG's expenses incurred in coverage actions with those five major policyholders. A breakdown of the specific amounts billed by TIG to Swiss Re on each of those policyholder accounts is as follows:

Atchinson-Topeka-Santa Fe	\$	69,274.83
Norfolk Southern Corp.	\$	59,853.27

Phillip Morris	\$	43,255.76
Rockwell International	\$	81,984.37
United Technologies Corp.	\$	75,360.11
<b>TOTAL</b>	<b>\$</b>	<b>329,728.34</b>

22. TIG has made repeated efforts to obtain Swiss Re's compliance with its contractual obligations. After years of discussions and negotiations regarding the issue, on December 27, 2007, TIG sent a final demand for payment. In that letter, TIG notified Swiss Re that it would initiate legal proceedings against Swiss Re if Swiss Re did not accept its obligations and indemnify TIG by January 24, 2008. Indeed, Swiss Re did not even respond to that letter. Despite that demand, Swiss Re has not paid declaratory judgment expenses as required by its contractual obligations.

## COUNT I

### DECLARATORY JUDGMENT

23. TIG hereby re-alleges Paragraphs 1 through 22 as though fully set forth herein.

24. TIG has fully performed its obligations under the Reinsurance Agreements.

25. Despite repeated demands, Swiss Re has failed to honor its obligation to reimburse TIG for its expenses incurred in coverage actions with TIG's policyholders. Further, Swiss Re refuses to cover such expenses incurred by TIG in the future.

26. Each Reinsurance Agreement constitutes a separate "contract or other written instrument" that is the subject of an actual controversy between TIG and Swiss Re. Pursuant to Fed. R. Civ. Proc. 57 and 28 U.S.C. § 2201, TIG is entitled to a declaration establishing its rights and Swiss Re's obligations under the Reinsurance Agreements.

WHEREFORE, plaintiff TIG respectfully requests the following relief:

- (A) A declaration that the provisions in the Reinsurance Agreements between TIG and Swiss Re regarding Swiss Re's obligations to indemnify TIG for its proportionate share of "expenses" includes coverage for expenses incurred by TIG in connection with declaratory judgment or coverage actions between TIG and its policyholders;
- (B) TIG's costs; and
- (C) Such other and further relief as may be just and proper.

**COUNT II**

**BREACH OF CONTRACT**

27. Plaintiff TIG hereby re-alleges paragraphs 1 through 26 as though fully set forth herein.

28. TIG has fully performed its obligations under the Reinsurance Agreements.

29. Despite repeated demands, Swiss Re has failed to pay TIG the amounts properly due and owing under the Reinsurance Agreements.

30. Swiss Re's failure to pay TIG the amounts owed constitutes a material breach of the Reinsurance Agreements with TIG.

31. As a result of Swiss Re's material breach of its reinsurance agreements, TIG has suffered financial damages in an amount no less than \$329,728.34.

WHEREFORE, plaintiff, TIG respectfully requests the following relief:

- (A) A finding that Swiss Re has breached its Reinsurance Agreements with TIG;
- (B) Entry of a judgment in favor of TIG;

- (C) An award of contract damages against Swiss Re in an amount no less than \$329,728.34;
- (D) Pre-judgment interest;
- (E) TIG's costs; and
- (F) Such other and further relief that this Court deems just and proper.

Respectfully submitted,

TIG INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "Eric A. Haab", is written over a horizontal line.

One of its Attorneys

Eric A. Haab  
Robin C. Dusek  
LOVELLS LLP  
330 North Wabash, Suite 1900  
Chicago IL 60611  
(312) 832-4400  
(312) 832-4444 (fax)

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
40710-7-00-78	Atchison, Topeka & Santa Fe Railway Company	2/15/78 - 2/15/79	\$1,000,000 each occurrence P/O \$3,150,000 each occurrence P/O \$10,000,000 each occurrence X/S \$40,000,000 each occurrence
40711-6-00-78	Atchison, Topeka & Santa Fe Railway Company	2/15/78 - 2/15/79	\$250,000 each occurrence P/O \$1,500,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,000,000 each occurrence
40711-6-00-79	Atchison, Topeka & Santa Fe Railway Company	3/17/79 - 3/17/80	1) \$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 each occ. 2) \$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ.
40711-6-00-80	Atchison, Topeka & Santa Fe Railway Company	3/17/80 - 3/17/81	1) \$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 2) \$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ.
40711-6-00-81	Atchison, Topeka & Santa Fe Railway Company	3/17/81 - 3/17/82	1) \$250,00 each occ. P/O \$1,250,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 each occ. 2) \$1,000,000 each occ. P/O \$3,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ.
40711-6-00-82	Atchison, Topeka & Santa Fe Railway Company	3/17/82 - 3/17/83	1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence 2) \$1,000,000 each occurrence P/O \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence
40711-6-00-83	Atchison, Topeka & Santa Fe Railway Company	3/17/83 - 3/31/84	1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence 2) \$1,000,000 each occurrence P/O \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence
43785-1-00-84	Atchison, Topeka & Santa Fe Railway Company	3/31/84 - 3/31/85	\$1,000,000 any one occ. P/O; \$7,000,000 any one occ. P/O; \$100,000,000 ultimate net loss any one occ. X/S; \$100,000,000 ultimate net loss any one occ. X/S primary or SIFR
40437-9-00-78	Norfolk Southern	1/12/78 - 7/11/78	\$1,000,000 each occurrence P/O \$2,000,000 each occurrence X/S \$41,000,000 each occurrence

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
40697-4-00-78	Norfolk Southern	7/11/78 - 7/11/79	<p>1) \$1,000,000 each occ P/O \$3,585,400 each occ P/O \$15,000,000 each occ X/S \$35,000,000 each occ.</p> <p>2) \$1,000,000 each occ P/O \$3,000,000 each occ P/O \$10,000,000 each occ X/S \$50,000,000 each occ.</p>
40697-4-00-79	Norfolk Southern	7/11/79 - 7/11/80	<p>1) \$1,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. (where applicable) X/S \$25,000,000 each occ/agg. (where applicable)</p> <p>2) \$1,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. (where applicable) X/S \$50,000,000 each occ/agg. (where applicable)</p>
40697-4-00-80	Norfolk Southern	7/11/80 - 7/11/81	<p>1) \$1,000,000 each occ/agg. P/O \$4,072,665 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.</p> <p>2) \$1,000,000 each occ/agg. P/O \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.</p>
40697-4-00-81	Norfolk Southern	7/11/81 - 7/11/82	<p>1) \$1,000,000 each occ/agg. P/O \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.</p> <p>2) \$1,000,000 each occ/agg. P/O \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.</p>
40697-4-00-82	Norfolk Southern	7/11/82 - 7/11/85	<p><b>7/11/82 - 7/11/83 Endorsement No. 1</b></p> <p>1) \$500,000 each occ. P/O \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate</p> <p>2) \$1,500,000 each occ. P/O \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate</p> <p><b>7/11/83 - 7/11/84 Endorsement No. 3</b></p> <p>1) \$500,000 each occ P/O \$5,600,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate</p> <p>2) \$1,500,000 each occ P/O \$9,000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate</p>

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
40697-4-00-82	Norfolk Southern	7/1/84 - 7/1/85	<p>7/1/84 - 7/1/85 Endorsement No. 4</p> <p>1) \$5,000,000 each occ P/O \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate</p> <p>2) \$1,500,000 each occ P/O \$7,100,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.</p>
Policy No. RR 2432	Norfolk Southern	7/1/83 - 7/1/84	\$1,500,000 P/O \$13,000,000 X/S \$2,000,000 S.I.R.
Policy No. RR 2627	Norfolk Southern	7/1/85 - 7/1/86	\$2,000,000 P/O \$25,000,000 X/S \$25,000,000
48425-6-00-86	Phillip Morris	1/1/86 - 1/1/87	\$2,000,000 each occ/agg (where applicable) P/O \$3,000,000 each occ/agg (where applicable) X/S \$17,000,000 each occ/agg (where applicable) X/S Underlying
40062-1-00-77	Rockwell International Corp.	4/1/77 - 4/1/78	\$1,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate
40062-1-00-78	Rockwell International Corp.	4/1/78 - 4/1/79	\$1,000,000 each occ/agg P/O \$18,000,000 each occ/agg P/O \$40,000,000 each occ/agg X/S \$60,000,000 each occ/agg
40062-1-00-79	Rockwell International Corp.	4/1/79 - 4/1/80	\$1,500,000 each occ/agg. P/O \$18,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Primary
40062-1-00-80	Rockwell International Corp.	4/1/80 - 10/1/80	\$1,000,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Underlying
40062-1-00-80A	Rockwell International Corp.	10/1/80 - 10/1/81	\$1,000,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Primary
40062-1-00-81	Rockwell International Corp.	10/1/81 - 10/1/82	



CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
40062-1-00-82	Rockwell International Corp.	10/1/82 - 10/1/83	\$1,000,000 each occ/agg. (where applicable) P/O \$28,000,000 each occ/agg. (where applicable) P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. (where applicable) X/S Primary
40062-1-00-83	Rockwell International Corp.	10/1/83 - 10/1/84	\$1,250,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S underlying or S.I.R.
41626-8-00-79	Rockwell International Corp.	4/1/79 - 4/1/80	\$500,000 each occ/agg. P/O \$10,000,000 each occ/agg. X/S \$120,000,000 each occ/agg. X/S Underlying.
44282-7-00-80	Rockwell International Corp.	4/1/80 - 4/1/81	\$750,000 CSL each Occ/agg. P/O \$10,000,000 CSL each Occ/agg. X/S Underlying
44282-7-00-80A	Rockwell International Corp.	10/1/80 - 10/1/81	\$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary
44282-7-00-81	Rockwell International Corp.	10/1/81 - 10/1/82	\$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary
44282-7-00-83	Rockwell International Corp.	10/1/83 - 10/1/84	\$750,000 C.S.L. each occ/agg. (where applicable) P/O \$10,000,000 C.S.L. each occ/agg. (where applicable) X/S Primary
44282-7-00-84	Rockwell International Corp.	10/1/84 - 10/1/85	\$500,000 CSL each occ/agg (where applicable) P/O \$5,000,000 CSL each occ/agg (where applicable) X/S Primary
43148-3-00-79	United Technologies	10/1/79 - 10/1/80	1) \$1,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary 2) \$1,000,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary
43148-3-00-80	United Technologies	10/1/80 - 10/1/81	1) \$1,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary 2) \$1,000,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary
43148-3-00-81	United Technologies	10/1/81 - 10/1/82	1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary. 2) \$1,000,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary.

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
43148-3-00-82	United Technologies	10/1/82 - 10/1/83	1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying 2) Remains the same
43148-3-00-83	United Technologies	10/1/83 - 10/1/84	\$1,000,000 each occ/agg P/O \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$25,000,000 each occ/agg X/S Underlying
63865-2-00-84	United Technologies	10/1/84 - 10/1/85	\$2,000,000 each occ. agg P/O \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$25,000,000 each occ/agg X/S Underlying
Policy No. XSI 8884	United Technologies		

# FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 40710-7-00-78  
Prior Certificate Number New

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co.-Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured The Atchison, Topeka and Santa Fe Railway Co., Etal  
Address Topeka, Kansas

Policy Number RR 2015 Policy Period From 2/15/78 To 2/15/79

3. Period of this Certificate From 2/15/78 To 2/15/79

4. Schedule of Reinsurance Afforded Date of Acceptance 2/15/78

Section I TYPE OF INSURANCE	Excess Railroad Liability
Section II POLICY LIMITS	\$3,150,000 each occurrence P/O \$10,000,000 each occurrence x/s \$40,000,000 each occurrence
Section III COMPANY RETENTION	Nil this Layer
Section IV REINSURANCE ACCEPTED	\$1,000,000 each occurrence P/O \$3,150,000 each occurrence P/O \$10,000,000 each occurrence x/s \$40,000,000 each occurrence

## 5. Reinsurance Premium Computation

☒ Adjustable Premium  
Adjustable at \$.04 per \$1000.00  
of gross revenues.

☐ Non-adjustable Premium

### Installment Premium

Due Date 2/15/78 Amount Due \$5050.00

Total Premium \$5050.00

(subj. to 17.5% ceding commission)

6. Intermediary L.W. Biegler - Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name George P. Messenger

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40710-7-00-78

REINSURED: International Surplus Lines Ins. Co.

INSURED: The Atchison, Topeka and Santa Fe Railway Co., Etal

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 2/15/78

George L. Messenger  
Authorized Signature

KEMPER REINSURANCE COMPANY

In accordance with the premium adjustment for the period from February 15, 1978 to March 17, 1979, an Additional Premium of \$1,263.74 is now due.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40710-7-00-78

REINSURED: International Surplus Lines Insurance Co.

INSURED: The Atchison, Topeka and Santa Fe Railway Co., Etal

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: March 17, 1979 .

  
\_\_\_\_\_  
Authorized Signature

# FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 40711-6-00-78  
Prior Certificate Number New

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co.-Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured The Atchison, Topeka and Santa Fe Railway Co., Etal  
Address Topeka, Kansas  
Policy Number RR 2013 Policy Period From 2/15/78 to 2/15/79

3. Period of this Certificate From 2/15/78 to 2/15/79

4. Schedule of Reinsurance Afforded Date of Acceptance 2/15/78

Section I  
TYPE OF  
INSURANCE

Excess Railroad Liability

Section II  
POLICY  
LIMITS

\$1,500,000 each occurrence P/O \$10,000,000 each occurrence  
x/s \$15,000,000 each occurrence

Section III  
COMPANY  
RETENTION

Nil this Layer

Section IV  
REINSURANCE  
ACCEPTED

\$250,000 each occurrence P/O \$1,500,000 each occurrence  
P/O \$10,000,000 each occurrence x/s \$15,000,000 each occurrence

## 5. Reinsurance Premium Computation

☒ Adjustable Premium  
Adjustable at rate of \$.208  
per \$1000 of gross Revenues

Installment Premium  
Due Date 2/15/78 Amount Due \$6912.50

☐ Non-adjustable Premium

Total Premium \$6912.50

6. Intermediary L.W. Biegler - Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George S. Messenger

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



KEMPER REINSURANCE COMPANY

In consideration of an additional premium of \$566.83, it is hereby understood and agreed that the Primary Policy and this Certificate are extended to expire March 17, 1979.

All other terms and conditions of the Certificate remain unchanged.

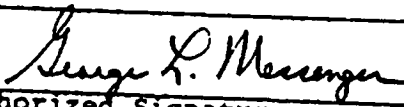
Attached to and forming part of Certificate Number 40711-6-00-78

REINSURED: International Surplus Lines Insurance Co.

INSURED: The Atchison, Topeka & Santa Fe Railway Co.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 2-15-79

  
Authorized Signature

FRU-2

# FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 40711-6-00-79  
Prior Certificate Number 40711-6-00-78

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Ins. Co., Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Atchison, Topeka & Santa Fe Railway Company  
Address Topeka, Kansas

Policy Number 1) RR-2108 Policy Period From 3-17-79 (1) To 3-17-80

2) RR-2109 3-17-79 (2) 3-17-80  
3. Period of this Certificate From 3-17-79 To 3-17-80

4. Schedule of Reinsurance Afforded

Date of Acceptance 3-17-79

Section I TYPE OF INSURANCE	<u>Excess Railroad Liability, Bodily Injury, Property Damage, FELA including Care, Custody and Control</u>
Section II POLICY LIMITS	1) <u>\$1,000,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000</u> 2) <u>\$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000</u> <u>each occ.</u>
Section III COMPANY RETENTION	1) <u>Nil this layer</u> 2) <u>Nil this layer</u>
Section IV REINSURANCE ACCEPTED	1) <u>\$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000</u> <u>each occ. X/S \$15,000,000 each occ.</u> 2) <u>\$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000</u> <u>each occ. X/S \$25,000,000 each occ.</u>

## 5. Reinsurance Premium Computation

☒ Adjustable Premium

- 1) @ .0500 per \$1,000 Gross Revenue  
2) @ .0400 per \$1,000 Gross Revenue

Installment Premium

Due Date

3-17-79

Amount Due

1) \$7,310.25 2) \$7,541.08

☐ Non-adjustable Premium

Total Premium

1) \$7,310.25 2) \$7,541.08

(Subj. to 17.5% ceding commission)

6. Intermediary L. W. Biegler, Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George P. Messinger

Title

SENIOR VICE PRESIDENT

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

# THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

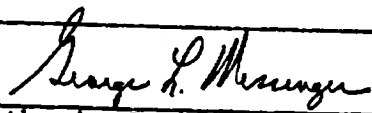
Attached to and forming part of Certificate Number 40711-6-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Co.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: March 17, 1979

  
Authorized Signature

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2571

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
DOES HEREBY REINSURE:

Certificate Number 40711-6-00-80  
Prior Certificate Number 40711-6-00-79

1. Name and Address of Reinsured International Surplus Lines Insurance Co. - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Atchison, Topeka and Santa Fe Railway Company  
Address Topeka, KS

Policy Number 1) RR 2209 Policy Period From 1) 3-17-80 To 3-17-81  
2) RR2210 2) 3-17-80 3-17-81  
3. Period of this Certificate From 3-17-80 To 3-17-81

4. Schedule of Reinsurance Afforded

Date of Acceptance 3-17-80

Section I TYPE OF INSURANCE	<u>Excess Railroad Liability, Personal Injury, Property Damage, F.E.L.A., and Care, Custody, and Control</u>
Section II POLICY LIMITS	1) <u>\$1,000,000 each occ. P/O \$10,000,000 each occ. X/S</u> <u>\$15,000,000</u> 2) <u>\$2,750,000 each occ. P/O \$25,000,000 each occ. X/S</u> <u>\$25,000,000 each occ.</u>
Section III COMPANY RETENTION	1) <u>Nil this layer</u> 2) <u>Nil this layer</u>
Section IV REINSURANCE ACCEPTED	1) <u>\$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000</u> <u>each occ. X/S \$15,000,000</u> 2) <u>\$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000</u> <u>each occ. X/S \$25,000,000 each occ.</u>

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium  
Due Date Amount Due  
3-17-80 1) \$9000.00 2) \$8600.00

☒ Non-adjustable Premium

Total Premium 1) \$9000.00 2) \$8600.00  
(subject to 17.5% ceding commission)

6. Intermediary L. W. Biegler, Inc. - Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name George P. Meninger  
Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurers) the amount of liability specified in Item 4 Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) insured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 40711-6-00-81

Prior Certificate Number 40711-6-00-80

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Ins. Co. - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Atchison, Topeka & Santa Fe Railway Company  
Address Topeka, Kansas

Policy Number

Policy Period

From 3-17-81

To 3-17-82

3. Period of this Certificate

From 3-17-81

To 3-17-82

4. Schedule of Reinsurance Afforded

Date of Acceptance 3-17-81

Section I TYPE OF INSURANCE	Excess Personal Injury, Property Damage, Federal Employers Liability Act, Bill of Lading & Foreign Rolling Stock
Section II POLICY LIMITS	1) \$1,250,000 each occ P/O \$10,000,000 each occ X/S \$15,000,000 each occ. 2) \$3,750,000 each occ P/O \$25,000,000 each occ X/S \$25,000,000 each occ.
Section III COMPANY RETENTION	1) NIL This Layer 2) NIL This Layer
Section IV REINSURANCE ACCEPTED	1) \$250,000 each occ P/O \$1,250,000 each occ P/O \$10,000,000 each occ X/S \$15,000,000 each occ. 2) \$1,000,000 each occ P/O \$3,750,000 each occ P/O \$25,000,000 each occ X/S \$25,000,000 each occ.

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium	Due Date	Amount Due
	3-17-81	1) \$8125.00 2) \$6400.00

☒ Non-adjustable Premium

Total Premium	1) \$8125.00 2) \$6400.00
Commission	20 %

6. Intermediary W. Biegler, Inc.

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George P. Murrer

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause, and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



**Kemper Reinsurance Company**

Long Grove, IL 60049 312|540-2600 TWX 910 651 3571 Telex 28 2501  
 Telecopier (Low Speed) • 312|540-2494  
 Telecopier (High Speed-Express 9600) • 312|540-2265



Date: August 10, 1981

To: L.W. Biegler, Inc. - Mike Marafiotto

100th Floor, Sears Tower

233 South Wacker

Chicago, IL 60606

Your Reference # RR2298 and 2299

Our Certificate # 40711-6-00-81

A/C Atchison, Topeka & Santa Fe Railway Company

R/I International Surplus Lines Ins. Co. - Chicago, IL

☒ Enclosed is our Certificate # \_\_\_\_\_ ☐ Enclosed is our Endorsement(s) # \_\_\_\_\_

☐ Enclosed is a signed copy of your confirmation letter.

**YOUR PROMPT CONSIDERATION OF THE ITEM(S) CHECKED BELOW WILL BE APPRECIATED.**

☐ Please forward a statement of values.

☐ Please forward inspection reports.

☐ Please forward closing documents.

☐ Account premium past due. Please remit or advise.

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**KEMPER REINSURANCE COMPANY**

*Susan Haas*

Susan Haas

Facultative Reinsurance Assumed

REPLY:

**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 40711-6-00-82

Prior Certificate Number 40711-6-00-81

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Atchison, Topeka and Santa Fe Railway Company

Address Topeka, Kansas

Policy Number 1) RR 2388

Policy Period

From 3/17/82

To 3/17/83

2) RR 2389

3/17/82

3/17/83

3. Period of this Certificate

From 3/17/82

To 3/17/83

4. Schedule of Reinsurance Afforded

Date of Acceptance 3/17/82

Section I TYPE OF INSURANCE	See Endorsement No. 1
Section II POLICY LIMITS	See Endorsement No. 1
Section III COMPANY RETENTION	See Endorsement No. 1
Section IV REINSURANCE ACCEPTED	See Endorsement No. 1

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date

3/17/82	1) \$4687.50	2) \$3400.00
9/17/82	1) \$4687.50	2) \$3400.00

☒ Non-adjustable Premium

Total Premium	1) \$9375.00	2) \$6800.00
Commission	20	%

6. Intermediary L. W. Biegler, Inc.

Chicago, Illinois 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George H. Muehler*

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and, except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company, and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows;

Section I - Type of Insurance:

- 1) Excess Personal Injury, Property Damage, F.E.L.A., Bill of Lading and Foreign Rolling Stock
- 2) Excess Personal Injury, Property Damage and F.E.L.A.

Section II - Policy Limits:

- 1) \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence
- 2) \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence

Section III - Company Retention:

\$700,000 each occurrence - Other Layers

Section IV - Reinsurance Accepted:

- 1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence
- 2) \$1,000,000 each occurrence P/O \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence

All other terms and conditions of the Certificate remain unchanged.

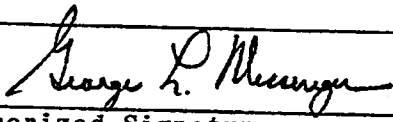
Attached to and forming part of Certificate Number 40711-6-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3/17/82

  
Authorized Signature

**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 40711-6-00-83  
Prior Certificate Number 40711-6-00-82

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Atchison, Topeka and Santa Fe Railway Company

Address 9th & Jackson Streets, Topeka, KA 66628

Policy Number 1) RR 2460

Policy Period

From 3-17-83

To 3-17-86

2) RR 2461

From 3-17-83

To 3-17-84

3. Period of this Certificate

From 3-17-83

To 3-17-84

4. Schedule of Reinsurance Afforded

Date of Acceptance 3-17-83

Section I TYPE OF INSURANCE	SEE ENDORSEMENT NO. 1
Section II POLICY LIMITS	SEE ENDORSEMENT NO. 1
Section III COMPANY RETENTION	SEE ENDORSEMENT NO. 1
Section IV REINSURANCE ACCEPTED	SEE ENDORSEMENT NO. 1

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium

Due Date

Amount Due

3-17-83

1) \$8125.00 2) \$6600.00

X ☒ Non-adjustable Premium

Total Premium

1) \$8125.00 2) \$6600.00

Commission

22.5 %

6. Intermediary W. Biegler, Inc.

233 South Wacker Drive

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

In consideration of the Additional Premiums of 1) \$308.75 and  
2) \$250.80, it is understood and agreed that the Primary Policy  
and this Certificate are extended to expire March 31, 1984.

All other terms and conditions of the Certificate remain unchanged.

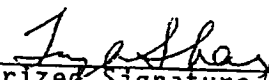
Attached to and forming part of Certificate Number 40711-6-00-83

REINSURED: International Surplus Lines Insurance Company - Chicago, IL

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 3-17-84

  
Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

SECTION I - Type of Insurance:

- 1) Excess Personal Injury, Property Damage, F.E.L.A., Bill of Lading and Foreign Rolling Stock including E.I.L. coverage.
- 2) Excess Personal Injury, Property Damage and F.E.L.A., Bill of Lading and Foreign Rolling Stock including E.I.L. coverage.

SECTION II - Policy Limits:

- 1) \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence.
- 2) \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence.

SECTION III - Company Retention:

\$800,000 each occurrence - Other Layers.

SECTION IV - Reinsurance Accepted:

- 1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence.
- 2) \$1,000,000 each occurrence P/O \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence.

All other terms and conditions of the Certificate remain unchanged.

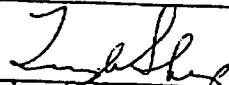
Attached to and forming part of Certificate Number 40711-6-00-83

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3-17-83

  
Authorized Signature



**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number **43785-1-00-84**

Prior Certificate Number **43785-1-00-83**

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Santa Fe Southern Pacific Corporation, Et al (See Endt. #1)

**Address** 9th and Jackson Streets, Topeka, KS 66628

**Policy Number** RR 2527

**Policy Period**

**From** 3-31-84

**To** 3-31-85

**3. Period of this Certificate**

**From** 3-31-84

**To** 3-31-85

**4. Schedule of Reinsurance Afforded**

**Date of Acceptance** 3-31-84

Section I TYPE OF INSURANCE	EXCESS LIABILITIES - MANUSCRIPT FORM
Section II POLICY LIMITS	\$7,000,000 ANY ONE OCC P/O \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S PRIMARY OR SIR
Section III COMPANY RETENTION	\$500,000 ANY ONE OCC P/O \$10,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S PRIMARY OR SIR
Section IV REINSURANCE ACCEPTED	\$1,000,000 ANY ONE OCC P/O \$7,000,000 ANY ONE OCC P/O \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S PRIMARY OR SIR

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium

Due Date  
3-31-84

Amount Due  
\$2500.00

☒ Non-adjustable Premium

Total Premium

\$2500.00

Commission

22.5

%

**6. Intermediary** L.W. Biegler

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that the Named Insured is amended to read as follows:

Santa Fe Southern Pacific Corporation and/or Subsidiary, affiliated and allied companies as now exist or may hereafter be constituted or reconstituted; and The Valley National Bank of Arizona as Trustee under the voting trust agreement dated November 22, 1983, under which the stock of Southern Pacific Transportation Company is held in voting trust; except as herein excluded.

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 43785-1-00-84

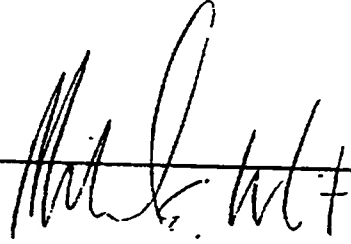
REINSURED: International Surplus Lines Insurance Company

INSURED: Santa Fe Southern Pacific Corporation, Et al

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3-31-84

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Authorized Signature

**FACULTATIVE REINSURANCE CERTIFICATE**

08CV1846 TG

JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049

Telephone: 312/540-2600

TELEX 28 2501



Certificate Number 40437-9-00-78

Prior Certificate Number New

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Surplus Lines Insurance Co.-Chicago, IL  
 (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Norfolk and Western Railroad Company, Etal.

**Address** 8 North Jefferson Street, Roanoke, Virginia

**Policy Number** RR-2006 **Policy Period** From 1/12/78 To 1/12/79

**3. Period of this Certificate**

From 1/12/78 To 1/12/79

**4. Schedule of Reinsurance Afforded**

**Date of Acceptance** 1/12/78

Section I TYPE OF INSURANCE	Excess Railroad Liability
Section II POLICY LIMITS	\$2,000,000 each occurrence X/S \$41,000,000 each occurrence
Section III COMPANY RETENTION	Nil this Layer
Section IV REINSURANCE ACCEPTED	\$1,000,000 each occurrence P/O \$2,000,000 each occurrence X/S \$41,000,000 each occurrence

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium

**Due Date** 1/12/78 **Amount Due** \$7000.00

☒ Non-adjustable Premium

**Total Premium** \$7000.00

**6. Intermediary** L. W. Biegler-Chicago, IL. (Subj. to 17.5% ceding commission)

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

**Name**

George F. Missenger

**Title**

Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

# THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
  2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.
- The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expenses, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazard or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance of the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.



KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40437-9-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 1/12/78

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Authorized Signature

KEMPER REINSURANCE COMPANY

In consideration of a return premium of \$3,549.00 it is hereby understood and agreed that the Primary Policy and this Certificate are cancelled effective July 11, 1978.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40437-9-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

George L. Messenger  
Authorized Signature

KEMPER REINSURANCE COMPANY

In consideration of a return premium of \$3,549.00 it is hereby understood and agreed that the Primary Policy and this Certificate are cancelled effective July 11, 1978.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40437-9-10-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

George P. Messenger  
Authorized Signature



MAGISTRATE JUDGE VALDEZ  
**FACULTATIVE REINSURANCE CERTIFICATE**



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number **40697-4-00-78**  
Prior Certificate Number **NEW**

DOES HEREBY REINSURE:

1. Name and Address of Reinsured **INTERNATIONAL SURPLUS LINES INSURANCE CO. CHICAGO, ILL.**

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured **Norfolk and Western Railroad Co.**

Address **8 North Jefferson Street Roanoke, Virginia 24011**

Policy Number **1) RR 2678** Policy Period From **7/11/78** To **7/11/79**

3. Period of this Certificate From **7/11/78** To **7/11/79**

4. Schedule of Reinsurance Afforded

Date of Acceptance **7/11/78**

Section I  
TYPE OF  
INSURANCE

**Excess Railroad Liability**

Section II  
POLICY  
LIMITS

- 1) \$3,585,400 each occurrence P/O \$15,000,000 each occurrence  
X/S \$35,000,000 each occurrence.  
2) \$3,000,000 each occurrence P/O \$10,000,000 each occurrence  
X/S \$50,000,000 each occurrence.

Section III  
COMPANY  
RETENTION

**\$300,000 each occurrence various layers.**

Section IV  
REINSURANCE  
ACCEPTED

- 1) \$1,000,000 each occ P/O \$3,585,400 each occ P/O \$15,000,000  
each occ X/S \$35,000,000 each occ.  
2) \$1,000,000 each occ P/O \$3,000,000 each occ P/O \$10,000,000  
each occ X/S \$50,000,000 each occ.

5. Reinsurance Premium Computation

☒ Adjustable Premium 1) @ .006 per \$1000 gross Revenue

Installment Premium

Due Date

Amount Due

**7/11/78**

1) **6667.00** 2) **3500.00**

☐ Non-adjustable Premium

Total Premium

1) **6667.00** 2) **3500.00**

(Subject to 17.5% ceding commission)

6. Intermediary **L. W. Biegler Inc., Chicago, Ill.**

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George E. Messinger*

Title **Vice President**

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a

Part of This Certificate

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**KEMPER REINSURANCE COMPANY**

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

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Authorized Signature



JUDGE ANDERSEN  
MAGISTRATE JUDGE VALDEZ  
FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 40697-4-00-79  
Prior Certificate Number 40697-4-00-78

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Ins. Co., Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Norfolk and Western Railway Company, Etal  
Address 8 North Jefferson Street, Roanoke, Virginia 24011  
Policy Number 1) RR 2171 Policy Period From 1) 7-11-79 To 1) 7-11-80  
2) RR 2172 2) 7-11-79 2) 7-11-80  
3. Period of this Certificate From 7-11-79 To 7-11-80

4. Schedule of Reinsurance Afforded Date of Acceptance 7-11-79

Section I TYPE OF INSURANCE	(SEE ENDORSEMENT NO. 2)
Section II POLICY LIMITS	(SEE ENDORSEMENT NO. 2)
Section III COMPANY RETENTION	(SEE ENDORSEMENT NO. 2)
Section IV REINSURANCE ACCEPTED	(SEE ENDORSEMENT NO. 2)

5. Reinsurance Premium Computation

☒ Adjustable Premium  
1) (minimum deposit)  
2) N/A

☐ Non-adjustable Premium

Installment Premium  
Due Date Amount Due  
7-11-79 1) \$10,000.00 2) \$3,000.00

Total Premium 1) \$10,000.00 2) \$3,000.00

6. Intermediary L. W. Biegler Inc., Chicago, IL (Subj. to 17.5% ceding commission)

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name George L. Messenger

Title SENIOR VICE PRESIDENT

The Provisions and Conditions of the Reinsurance Contract are Hereby Made a Part of This Certificate.

# THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
  2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.
- The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policies reinsured.

EMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-79

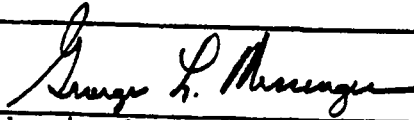
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: July 11, 1979

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Authorized Signature

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to read as follows:

SECTION I - TYPE OF INSURANCE

Excess Railroad Liability, BI, PD, FELA, USL & HW Jones Act, Products and Completed Operations (In respect to Coal Car Mfg.) excluding Care, Custody and Control

SECTION II - POLICY LIMITS

1. \$4,756,262 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$25,000,000 each occ./agg. (where applicable)
2. \$4,374,125 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$50,000,000 each occ./agg. (where applicable)

SECTION III - COMPANY RETENTION

1. Nil this layer
2. Nil this layer

SECTION IV - REINSURANCE ACCEPTED

1. \$1,000,000 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$25,000,000 each occ./agg. (where applicable)
2. \$1,000,000 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$50,000,000 each occ./agg. (where applicable)

All other terms and conditions of the Certificate remain unchanged.

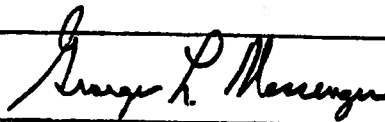
Attached to and forming part of Certificate Number 40697-4-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1979

  
\_\_\_\_\_  
Authorized Signature



**Kemper Reinsurance Company**

Long Grove, IL 60049  
 Telephone: 312/540-2600  
 TELEX 28 2501

**Facultative  
 Reinsurance  
 Certificate**



08CV1846 TG  
 JUDGE ANDERSEN  
 MAGISTRATE JUDGE VALDEZ

Certificate Number 40697-4-00-80  
 Prior Certificate Number 40697-4-00-79

**Kemper Reinsurance Company**  
 DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Surplus Lines Ins. Co. - Chicago, IL  
 (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Norfolk and Western Railroad Co.

Address 8 North Jefferson St. Roanoke, VA 24011

Policy Number	1) RR2272	Policy Period	From	7-11-80	To	7-11-81
	2) RR2273			7-11-80		7-11-81

**3. Period of this Certificate**

From	7-11-80	To	7-11-81

**4. Schedule of Reinsurance Afforded**

Date of Acceptance 7-11-80

Section I TYPE OF INSURANCE	SEE ENDORSEMENT #1
Section II POLICY LIMITS	SEE ENDORSEMENT #1
Section III COMPANY RETENTION	SEE ENDORSEMENT #1
Section IV REINSURANCE ACCEPTED	SEE ENDORSEMENT #1

**5. Reinsurance Premium Computation**

☒ Adjustable Premium

1) @.0056 per \$1000 Gross Revenue  
 2) Flat

Installment Premium

Due Date	1) Amount Due	2) Amount Due
7-11-80	\$9000.00	\$2800.00

☐ Non-adjustable Premium

Total Premium 1) \$9000.00 2) \$2800.00

(subject to 17.5% ceding comm.)

**6. Intermediary** L. W. Biegler, Inc.

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George P. Meninger*

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

- 1) Excess Railroad Liability, Personal Injury, Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FECA and/or O.D. and U.S.L.H.W. and Jones Act but excluding Care, Custody and Control
- 2) Excess Railroad Liability, Personal Injury, Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FECA and/or O.D. and/or U.S.L.H.W. and Jones Act but excluding Care, Custody, and Control

Section II - Policy Limits:

- 1) \$4,072,665 each occ/agg. p/ \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.
- 2) \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

Section III - Company Retention:

\$225,000 each occ/agg. P/O \$8,000,000 each occ/agg. X/S \$2,000,000 each occ/agg.

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$4,072,665 each oc/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.
- 2) \$1,000,000 each occ/agg. P/O \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-80

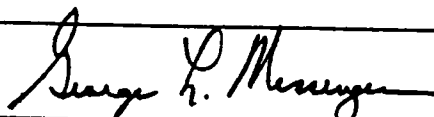
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 7-11-80

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Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-30

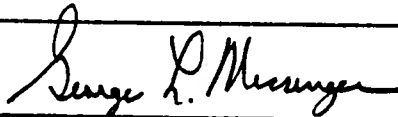
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-11-80

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Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-80

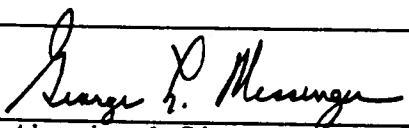
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-11-80

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Authorized Signature

**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 40697-4-00-81

Prior Certificate Number 40697-4-00-80

**1. Name and Address of Reinsured** International Surplus Lines Insurance Co. - Chicago, IL

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Norfolk and Western Railroad Co.

Address 8 North Jefferson Street, Roanoke, VA 24011

Policy Number 1) RR 2362 Policy Period From 7-11-81 To 7-11-82

2) RR 2363 7-11-81 7-11-82

**3. Period of this Certificate** From 7-11-81 To 7-11-82

**4. Schedule of Reinsurance Afforded**

Date of Acceptance 7-11-81

Section I TYPE OF INSURANCE	See Endorsement #1
Section II POLICY LIMITS	See Endorsement #1
Section III COMPANY RETENTION	See Endorsement #1
Section IV REINSURANCE ACCEPTED	See Endorsement #1

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

☒ Non-adjustable Premium

**Installment Premium**

Due Date 7-11-81 Amount Due 1) \$7000.00 2) \$2,400.00

Total Premium 1) \$7000.00 2) \$2,400.00  
Commission 20 %

**6. Intermediary** L. W. Biegler Inc.

Chicago, IL 90010

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name

George P. Messinger

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section I - TYPE OF INSURANCE:

1) Excess Personal Injury and Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FELA and/or O.D. and U.S.L.H.W. and Jones Act But Excluding Care, Custody and Control Except on Both Terminal Operator's Policies.

2) Same as above

Section II - POLICY LIMITS:

1) \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.

2) \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

Section III - COMPANY RETENTION:

\$250,000 each occ/agg. P/O \$15,000,000 each occ/agg. X/S \$10,000,000 each occ/agg.

Section IV - REINSURANCE ACCEPTED:

1) \$1,000,000 each occ/agg. P/O \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.

2) \$1,000,000 each occ/agg. P/O \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-81

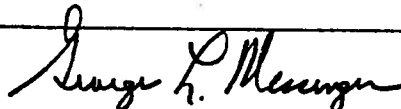
REINSURED: International Surplus Lines Ins. Co.

INSURED: Norfolk and Western Railroad Co.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 7-11-81

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Authorized Signature



**Kemper Reinsurance Company**

Long Grove, IL 60049  
 Telephone: 312/540-2600  
 TELEX 28 2501

08CV1846 TG

JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

**Facultative  
Reinsurance  
Certificate**

Kemper Reinsurance Company  
 (herein called the Reinsurer)

Certificate Number 40697-4-00-82

Prior Certificate Number 40697-4-00-81

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured International Surplus Lines Ins. Co. - Chicago, IL**

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured Norfolk and Western Railway Company, Etal**

Address 8 North Jefferson Street, Roanoke, VA 24011

Policy Number 1) RR 2433

Policy Period

From

7-11-82

To

7-11-85

2) RR 2434

From

7-11-82

To

7-11-85

**3. Period of this Certificate**

From

7-11-82

To

7-11-85

**4. Schedule of Reinsurance Afforded**

Date of Acceptance 7-11-82

Section I  
 TYPE OF  
 INSURANCE

SEE ENDORSEMENT #1

Section II  
 POLICY  
 LIMITS

SEE ENDORSEMENT #1

Section III  
 COMPANY  
 RETENTION

SEE ENDORSEMENT #1

Section IV  
 REINSURANCE  
 ACCEPTED

SEE ENDORSEMENT #1

**5. Reinsurance Premium Computation**

☒ Adjustable Premium  
 (subject to annual review)

☐ Non-adjustable Premium

**Installment Premium**

Due Date

7-11-82

Amount Due

1) \$2892.86

2) \$1620.00

7-11-83

1) T.B.D.

2) T.B.D.

7-11-84

1) T.B.D.

2) T.B.D.

Total Premium

Commission

15

%

**6. Intermediary L. W. Biegler, Inc.**

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

Excess Personal Injury and Property Damage Liability including coverages per Company's endorsement #1 on Policy #2433 and #2434

Section II - Policy Limits:

1) \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges

\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$100,000,000 - In respect of Owned Aircraft

2) \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges

\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$100,000,000 - In respect of Owned Aircraft

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1 (page 1 of 2)

ENDORSEMENT EFFECTIVE DATE: 7-11-82

  
Authorized Signature

KEMPER REINSURANCE COMPANY

Section III - Company Retention:

\$800,000 each occ. P/O \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate

Section IV - Reinsurance Accepted:

1) \$500,000 each occ. P/O \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate

2) \$1,500,000 each occ. P/O \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-82

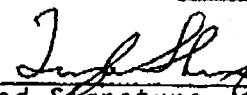
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1 (page 2 of 2)

ENDORSEMENT EFFECTIVE DATE: 7-11-82

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Authorized Signature

KEMPER REINSURANCE COMPANY

In consideration of Additional Premiums of 1) \$2782.93 and  
2) \$1558.44, it is understood and agreed that the Name of Insured is  
amended to read Norfolk Southern Corporation, Etal

Insured's Address: One Commercial Place  
Norfolk, VA 23510

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-25-82

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Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:

1) \$5,600,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges

\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$100,000,000 - In respect of Owned Aircraft

2) \$9,000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S

\$2,000,000 each occ SIR or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges

\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$100,000,000 - In respect of Owned Aircraft

Section IV - REINSURANCE ACCEPTED:

1) \$500,000 each occ P/O \$5,600,000 each occ P/O \$35,000,000 each occ X/S

\$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

2) \$1,500,000 each occ P/O \$9,000,000 each occ P/O \$75,000,000 each occ X/S

\$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

Installment Premium: Due Date 7-11-83 1) \$5207.14 2) \$2916.00

All other terms and conditions of the Certificate remain unchanged.


Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Etal

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 7-11-83

  
Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:

1) \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows:  
\$6,000,000 - In respect of Tugs/Barges  
\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)  
\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)  
\$100,000,000 - In respect of Owned Aircraft  
2) \$7,100,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows:  
\$6,000,000 - In respect of Tugs/Barges  
\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)  
\$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)  
\$100,000,000 - In respect of Owned Aircraft

Section III - COMPANY RETENTION:

\$500,000 each occ P/O \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II Policy Limits of this Certificate

Section IV - REINSURANCE ACCEPTED:

1) \$500,000 each occ P/O \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.  
2) \$1,500,000 each occ P/O \$7,100,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

Installment Premium: Due Date 7-11-84 1) \$5785.71 2) \$3250.00

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-82

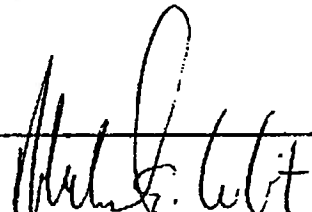
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Southern Corporation, Etal

ENDORSEMENT NO.: 4

ENDORSEMENT EFFECTIVE DATE: 7-11-84

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Authorized Signature



KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that Endorsement No. 4 of this Certificate is amended to read as follows:

Installment Premium:

- 1) No Change
- 2) \$3240.00

All other terms and conditions of the Certificate remain unchanged.

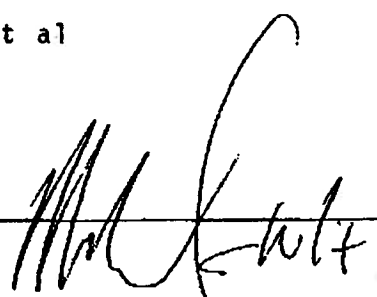
Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Et al

ENDORSEMENT NO.: 4A

ENDORSEMENT EFFECTIVE DATE: 7-11-84

  
Authorized Signature

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that Endorsement No. 4 of this Certificate is amended to read as follows:

Installment Premium:

- 1) No Change
- 2) \$3240.00

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40697-4-00-82

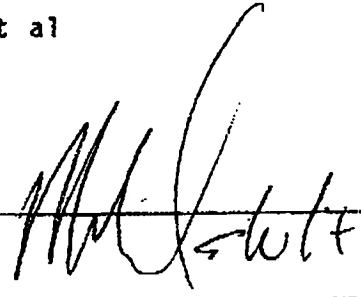
REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Et al

ENDORSEMENT NO.: 4A

ENDORSEMENT EFFECTIVE DATE: 7-11-84

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Authorized Signature

MULTI-POLICY LINE CARD

ACCOUNT Norfolk Southern Corporation COVERAGE PI, PD, EL Incl W.C.B.  
FELA, U.S.L. & H.W. Jones  
Act & O.D.

COMPANY & ALLOCATION	POL.# RR-2432 TERM 7/1/82-85 LIMITS \$1,500,000 P/O \$13,000,000 X3 \$2,000,000 SIR	POL.# RR-2433 TERM 7/1/82-85 LIMITS \$5,000,000 P/O \$35,000,000 X3 \$15,000,000	POL.# RR-2434 TERM 7/1/82-85 LIMITS \$7,500,000 P/O \$75,000,000 X3 \$50,000,000	POL.# TERM LIMITS	TOTAL
DATE <u>7/21/82</u>					
INITIAL <u>WP</u>					
Net	87,500	12,500			
B-29	87,500	12,500			
B-45	87,500	12,500			
B-44	175,000	25,000			
B-20	262,500	37,500			
Am cent co D. Allen	200,000				
Mead Rec'd D. Allen	200,000				
C.E. Heath	300,000	1,700,000			
IIE-LWB	100,000				
INA RE		1,000,000	1,500,000		
Kemper NVEX co		500,000	1,500,000		
J.L. Kelley		1,450,000	2,500,000		
Beacon co A. Papple		500,000			
SKandia		250,000			
ECRA			1,000,000		
Guarantee co P.R.I.			500,000		
Companies co C.E. Heath			500,000		
LWB 56 (2/75)	1,500,000	5,000,000	7,500,000		

MULTI-LINE LINE CARD

EST. REC. 1,350,000.00

ACCOUNT Norfolk & SouthernCOVERAGE P.T. PD, W/OA, FELA, CD,  
USL+HW Jones for

\$1,417,500

\$1,632

145,800

COMPANY & ALLOCATION	POL. # RR 2432	POL. # RR 2433	POL. # RR 2434	POL. # RR 2435	RR 2452
DATE <u>2/29/84</u>	TERM <u>7/1/83 84</u>	TERM <u>Same</u>	TERM <u>Same</u>	TERM <u>Same</u>	TOTAL <u>Same</u>
INITIAL <u>DU</u>	LIMITS <u>1.5mm pp 13mm</u> <u>x5 2mm SIR</u>	LIMITS <u>5mm pp 13mm</u> <u>x5 2mm</u>	LIMITS <u>9mm pp 75mm</u> <u>x5 50mm</u>	LIMITS <u>8,125,000%</u> <u>75mm vs 125mm</u>	<u>42,500</u> <u>3,375,000</u> <u>50mm vs 2</u>
<u>Net</u>	<u>87,500</u>	<u>12,500</u>			
<u>GUL</u>	<u>87,500</u>	<u>12,500</u>			
<u>BBY</u>	<u>87,500</u>	<u>12,500</u>			
<u>667</u>	<u>175,000</u>	<u>25,000</u>			
<u>BB8</u>	<u>262,500</u>	<u>37,500</u>			
<u>LWB % IIE</u>	<u>100,000</u>	<u>400,000</u>			
<u>Am. Cent. %</u>					
<u>D. Allen</u>	<u>200,000</u>	<u>200,000</u>			
<u>Med. Re. Co.</u>					
<u>D. Allen</u>	<u>200,000</u>				
<u>Ac Lhu % D. Allen</u>	<u>300,000</u>				
<u>Kemper</u>		<u>500,000</u>	<u>2,150,000</u>		
<u>Beccan % Pappie</u>		<u>500,000</u>			
<u>Transit Cos. % JLK</u>		<u>500,000</u>			
<u>INIA Re</u>		<u>1,000,000</u>	<u>1,500,000</u>		
<u>NYIE % JLK</u>		<u>1,900,000</u>	<u>5,000,000</u>	<u>3,250,000</u>	<u>3,375,000</u>
<u>ECLA</u>			<u>1,500,000</u>	<u>1,000,000</u>	
<u>Miss. Am. % Pappie</u>				<u>375,000</u>	
<u>Mon. Re</u>				<u>2,000,000</u>	
<u>Resolute Corp.</u>				<u>2,000,000</u>	

Worfolk Southern Corp.

COVERAGE Excess RR Liab.

**56 (2/75)**

**L.W. Biegler Inc.**

- ☒ 100th Floor - Sears Tower  
233 South Wacker, Chicago 60606
- ☐ 3435 Wilshire Boulevard, Los Angeles 90010
- ☐ 201 California Street, San Francisco 94111

**L.W. Biegler Inc. (N. Y.)**

- ☐ 110 William Street, New York 10038

KEMPER REINSURANCE CO.  
LONG GROVE, IL 60049

Date 8/2/85

Attention: LARRY SHARP

**FACULTATIVE REINSURANCE MEMO**

We enclose details of your acceptance and your copy of our Policy/Certificate for the captioned. Please forward your certificate for our records. Remittance will be made in accordance with normal credit terms.

Please mark your reply: "For the attention of M. GAROFALO /D. ADAMCZYK

CEDING COMPANY: INTERNATIONAL SURPLUS LINES INS. CO. POLICY NO: RR 2627

NAME OF INSURED: NORFOLK SOUTHERN CORPORATION, ETAL

ORIG. POLICY TERMS: from 7/11/85 to 7/11/86

ORIGINAL LIMIT: \$2,000,000 P/O \$25,000,000 XS \$25,000,000 PREMIUM: \$108,000. \*  
(SEE ENDT. C) PREPAID ☒ INSTALLMENTS ☐

TYPE OF LIABILITY: SEE ENDORSEMENT B

CEDING COMPANY RETENTION: NIL THIS LAYER (\$160,000 NET & TREATY 1ST LAYER)

AMOUNT CEDED: \$1,000,000

CEDED PREMIUM: \$54,000 CEDING CMSN: 15 % NET CEDED: \$45,900

**Remarks:**

**CANCELLATION CLAUSE REQUIRED ORIGINAL PLUS 15 DAYS NOT TO EXCEED 105 DAYS**

**\* ADDITIONAL PREMIUM FOR NORTH AMERICAN VAN LINES INCLUDED**

MD





- ☒ 100th Floor - Sears Tower  
233 South Wacker, Chicago 60606  
☐ 3435 Wilshire Boulevard, Los Angeles 90010  
☐ 201 California Street, San Francisco 94111

**L.W. Biegler Inc. (N. Y.)**

- ☐ 110 William Street, New York 10038

**KEMPER REINSURANCE CO.**  
**HIGHWAY 22**  
**LONG GROVE, ILLINOIS 60049**

Date JUNE 19, 1986

Attention: **MR. L. SHARP**

**FACULTATIVE REINSURANCE MEMO**

We enclose details of your acceptance and your copy of our Policy/Certificate for the captioned. Please forward your certificate for our records. Remittance will be made in accordance with normal credit terms.

Please mark your reply: "For the attention of M. GAROFALO"

CEDING COMPANY: INTERNATIONAL SURPLUS LINES INS. CO. POLICY NO: RR 2627

NAME OF INSURED: NORFOLK SOUTHERN CORP.

ORIG. POLICY TERMS: from 12-31-85 to 5-31-86

ORIGINAL LIMIT: \$2,000,000 PART OF \$25,000,000 PREMIUM: \$11,032.  
EXCESS \$25,000,000 PREPAID ☐ INSTALLMENTS ☐

TYPE OF LIABILITY: RAILROAD LIABILITY

CEDING COMPANY RETENTION: NIL THIS LAYER

AMOUNT CEDED: \$1,000,000

CEDED PREMIUM: \$1,516.00 CEDING CMSN: 20 % NET CEDED: \$4,412.80

Remarks:

**SEE ENDORSEMENT C**

**LJT**

**CREDIT**



- ☒ 100th Floor - Sears Tower  
233 South Wacker, Chicago 60606  
☐ 3435 Wilshire Boulevard, Los Angeles 90010  
☐ 201 California Street, San Francisco 94111

**L.W. Biegler Inc. (N. Y.)**

- ☐ 110 William Street, New York 10038

**KEMPER REINSURANCE CO.**  
**HIGHWAY 22**  
**LONG GROVE, ILLINOIS 60049**

Date JANUARY 21, 1986

**LARRY SHARP**  
Attention:

**FACULTATIVE REINSURANCE MEMO**

We enclose details of your acceptance and your copy of our Policy/Certificate for the captioned. Please forward your certificate for our records. Remittance will be made in accordance with normal credit terms.

Please mark your reply: "For the attention of M. GAROFALO"

CEDING COMPANY: INTERNATIONAL SURPLUS LINES INS CO POLICY NO: RR 2627

NAME OF INSURED: NORFOLK SOUTHERN CORP

ORIG. POLICY TERMS: from 12-31-85 to 5-31-86

ORIGINAL LIMIT: \$2,000,000 PART OF \$25,000,000 PREMIUM: \$48,484.  
EXCESS \$25,000,000. PREPAID ☐ INSTALLMENTS ☐

TYPE OF LIABILITY: SEE ENDORSEMENT B

CEDING COMPANY RETENTION: NIL THIS LAYER

AMOUNT CEDED: \$1,000,000

CEDED PREMIUM: \$24,242. CEDING CMSN: 20 % NET CEDED: \$19,393.60

Remarks:

**SEE ENDT E**

**LJT**

**CREDIT**

EASYLINK 6186102A001 10JAN86 15:21/15:29 EST  
FROM: 282501 KEMPCORE LNGR  
KEMPER REINSURANCE CO  
TO: 254597

JANUARY 10, 1986

TO: MIKE GARAFALO

RE: ISLIC / NORFOLK SOUTHERN CORP.

EFFECTIVE 7/11/85 CERT. # 40497-4-00-85 IS CANCELLED. EFFECTIVE  
12/31/85 I BOUND THE SAME LINE UNDER CERT. # 40497-4-00-85  
EFF 12/31/85 TO 7/11/86. \$1M P/O 25M X 25M AT 720,611 PLUS  
10/ FOR RAILROAD AND 49,678 PLUS 10/ FOR NORTH AMER. VAN LINES.  
10/ IS BROKER COMMISSION. THESE THEN ARE NET FIGURES TO US.  
X POLL ABS. CEDING COMM. WILL BE 20/. THIS IS VERIFY THAT  
THE INSURED WAS BARE FROM 7/11/85 TO 12/31/85 WHERE UPON COVER  
WAS FINALLY BOUND.

REGARDS:  
LARRY SHARP  
KEMPER RE  
(312) 540-2893

MMM

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501 (Alternate: 275-383)  
TELECOPIER 312-540-2014

**Facultative  
Reinsurance  
Certificate**



**Kemper Reinsurance Company**  
(herein called the Reinsurer)  
DOES HEREBY REINSURE:

**Certificate Number 48425-6-00-86**

**Prior Certificate Number New**

**1. Name and Address of Reinsured North River Insurance Company - Morristown, NJ**  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured Phillip Morris, Inc. / General Foods Corporation**

**Address 120 Park Avenue, New York, NY 10017**

**Policy Number 522 0539892 Policy Period From 1/1/86 To 1/1/87**

**3. Period of this Certificate**

**From 1/1/86 To 1/1/87**

**4. Schedule of Reinsurance Afforded**

**Date of Acceptance 1/15/86**

**Section I  
TYPE OF  
INSURANCE**

**EXCESS UMBRELLA LIABILITY**

**Section II  
POLICY  
LIMITS**

**\$3,000,000 EACH OCC/AGG (WHERE APPLICABLE) P/O  
\$17,000,000 EACH OCC/AGG (WHERE APPLICABLE) X/S UNDERLYING**

**Section III  
COMPANY  
RETENTION**

**\$500,000 EACH OCC/AGG (WHERE APPLICABLE) P/O  
\$3,000,000 EACH OCC/AGG (WHERE APPLICABLE) X/S  
\$17,000,000 EACH OCC/AGG (WHERE APPLICABLE) X/S UNDERLYING**

**Section IV  
REINSURANCE  
ACCEPTED**

**\$2,000,000 EACH OCC/AGG (WHERE APPLICABLE) P/O  
\$3,000,000 EACH OCC/AGG (WHERE APPLICABLE) X/S  
\$17,000,000 EACH OCC/AGG (WHERE APPLICABLE) X/S UNDERLYING**

**5. Reinsurance Premium Computation:**

☐ Adjustable Premium

**Installment Premium**

**Due Date 1/1/86 Amount Due \$200,000.00**

☒ Non-adjustable Premium

**Total Premium \$200,000.00  
Commission 25%**

**6. Intermediary Richard Whiley, Inc.**

**New York, NY 10038**

**IN-WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer**

**Name [Signature]  
Title Facultative Officer**

**The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.**

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**



**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

1. RETENTION AND APPLICATION OF LIABILITY. The Company warrants

retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and conduct of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements, properly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess or loss basis in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G** **SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement of expenses made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess or loss basis, salvage shall be applied in the inverse order in which liability attaches; reinsurance which bears the largest liability

**H** **PREMIUM, TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a ceded basis.

**I** **INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem appropriate. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

**K** Where event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**L** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**M** **NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**N** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**O** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall only be the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

**P** **INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company on the Reinsurer through the intermediary. Payments by the Company to the intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof executed by a duly authorized representative of the Reinsurer.

**FACULTATIVE REINSURANCE CERTIFICATE**



**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number **40062-1-00-77**  
Prior Certificate Number **NEW**

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** **INTERNATIONAL SURPLUS LINES INSURANCE COMPANY, Chicago, IL**  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** **ROCKWELL INTERNATIONAL CORPORATION**

**Address** **600 Grant Street, Pittsburgh, Pennsylvania**

**Policy Number** **XSI3741** **Policy Period** From **4-1-77** To **4-1-78**

**3. Period of this Certificate** From **4-1-77** To **4-1-78**

**4. Schedule of Reinsurance Afforded** **Date of Acceptance** **April 1, 1977**

Section I TYPE OF INSURANCE	FOLLOWING FORM EXCESS LIABILITY
Section II POLICY LIMITS	\$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate
Section III COMPANY RETENTION	\$2,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate
Section IV REINSURANCE ACCEPTED	\$1,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium

Due Date **4-1-77** Amount Due **\$2000.00**

☒ Non-adjustable Premium

Total Premium **\$2000.00**

(subject to 20% ceding commission)

**6. Intermediary** **GUY CARPENTER AND COMPANY, INC., Chicago, Illinois**

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer,

Name

*George L. Musinger*

Title

**VICE PRESIDENT**

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) insured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

ENDORSEMENT # 1

Issued By

KEMPER REINSURANCE COMPANY

Effective 4-1-77.

Attached to and Forming Part of Certificate Number 40062-1-00-77

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 10 days, the total not to exceed 40 days in all."

All other terms and conditions of this Certificate remain unchanged.

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.

George L. Messenger  
Authorized Signature

ENDORSEMENT # 2

Issued By

KEMPER REINSURANCE COMPANY

Effective 4-1-77.

Attached to and Forming Part of Certificate Number 40062-1-00-77

It is hereby understood and agreed that this Certificate is amended to include the following clause:

"The Intermediary named herein is hereby recognized as the Intermediary negotiating this reinsurance through which all premiums, loss payments and communications relating to business hereunder shall be transmitted by the parties and which is authorized to receive notice of cancellation on behalf of the Company and the Reinsurer."

All other terms and conditions of this Certificate remain unchanged.

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.

  
Authorized Signature

ENDORSEMENT # 3

Issued By

KEMPER REINSURANCE COMPANY

Effective 4-1-77.

Attached to and Forming Part of Certificate Number 40062-1-00-77

It is hereby understood and agreed that this certificate is amended to read as follows:

Section II--Policy Limits

\$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

Section III--Company Retention

\$2,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

Section IV--Reinsurance Accepted

\$1,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

All other terms and conditions of this Certificate remain unchanged.

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.

1.

  
Authorized Signature

FRU-2

FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 40062-1-00-78  
Prior Certificate Number 40062-1-00-77

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co.-Chicago, IL.  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International Corporation  
Address 600 Grant Street, Pittsburgh, Pennsylvania 15219  
Policy Number XSI 4448 Policy Period From 4/1/78 To 4/1/79

3. Period of this Certificate From 4/1/78 To 4/1/79

4. Schedule of Reinsurance Afforded Date of Acceptance 4/1/78

Section I TYPE OF INSURANCE	Excess Liability
Section II POLICY LIMITS	\$18,000,000 each occ/agg P/O \$40,000,000 each occ/agg X/S \$60,000,000 each occ/agg
Section III COMPANY RETENTION	Nil this Layer
Section IV REINSURANCE ACCEPTED	\$1,000,000 each occ/agg P/O \$18,000,000 each occ/agg P/O \$40,000,000 each occ/agg X/S \$60,000,000 each occ/agg

5. Reinsurance Premium Computation

☐ Adjustable Premium

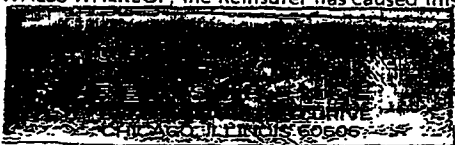
Installment Premium	
Due Date	Amount Due
<u>4/1/78</u>	<u>\$2200.00</u>

☒ Non-adjustable Premium

Total Premium	
<u>\$2200.00</u>	

6. Intermediary Guy Carpenter & Co., Chicago, IL.

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.



Name George P. Messenger  
Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS****A**

**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**

**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**

**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**

**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**

**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**

**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**

**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**

**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**

**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**

**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**

**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate  
is amended to read as follows:

Section I - Type Of Insurance:

Following Form Excess General Liability;  
Auto Liability, Workers Compensation and  
Employers Liability.

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

All other terms and conditions of the Certificate remain unchanged.

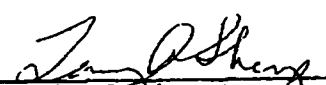
Attached to and forming part of Certificate Number 40062-1-00-78

REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 4 ( AMENDED )

ENDORSEMENT EFFECTIVE DATE: 4-1-78

  
Authorized Signature 1-16-84

JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

## FACULTATIVE REINSURANCE CERTIFICATE

Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606



Certificate Number 40062-1-00-79  
Prior Certificate Number 40062-1-00-78

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co., Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International Corporation

Address 600 Grant Street, Pittsburgh, PA

Policy Number XSI-5515 Policy Period From 4-1-79 To 4-1-80

3. Period of this Certificate From 4-1-79 To 4-1-80

4. Schedule of Reinsurance Afforded Date of Acceptance 4-1-79

Section I TYPE OF INSURANCE	Following Form Excess Liability
Section II POLICY LIMITS	\$18,000,000 each occ./agg. P/O \$40,000,000 each occ./agg. X/S \$60,000,000 each occ./agg. X/S Primary
Section III COMPANY RETENTION	nil this layer
Section IV REINSURANCE ACCEPTED	\$1,500,000 each occ./agg. P/O \$18,000,000 each occ./agg. P/O \$40,000,000 each occ./agg. X/S \$60,000,000 each occ./agg. X/S Primary

## 5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 4-1-79 Amount Due \$3,000.00

☒ Non-adjustable Premium

Total Premium \$3,000.00

(SUBJECT TO 20% CEDING COMMISSION)

6. Intermediary Guy Carpenter & Co., Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name George P. Muenzer

Title SENIOR VICE PRESIDENT

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS****A**

**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**

**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**

**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**

**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**

**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
  2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.
- The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**

**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**

**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**

**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**

**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**

**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**

**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40062-1-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: April 1, 1979

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

  
Authorized Signature

FRU-3

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.

---

Attached to and forming part of Certificate Number 40062-1-00-79

REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 4-1-79

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

---

  
Authorized Signature

FRU-3

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that Section I, Type of Insurance is amended to read as follows:

Following Form Excess, General, Auto, Workers Compensation, Employees Liability.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-79

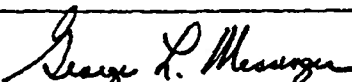
REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 4

ENDORSEMENT EFFECTIVE DATE: 4-1-79

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

  
Authorized Signature

FRU-2



MAGISTRATE JUDGE VALDEZ

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to include the following clause:

"The Intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 4-1-80

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

*[Signature]*  
AUTHORIZED SIGNATURE

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that the Underlying Policy and this certificate are cancelled effective October 1, 1980. Return premium of \$998.00 is now due.

GUY CARPENTER & COMPANY, Inc.  
MIDWEST DEPARTMENT  
**REINSURANCE**  
100 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

All other terms and conditions of the Certificate remain unchanged.

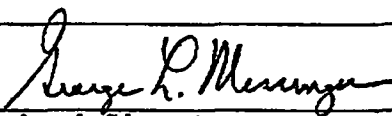
Attached to and forming part of Certificate Number 40062-1-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 10-1-80

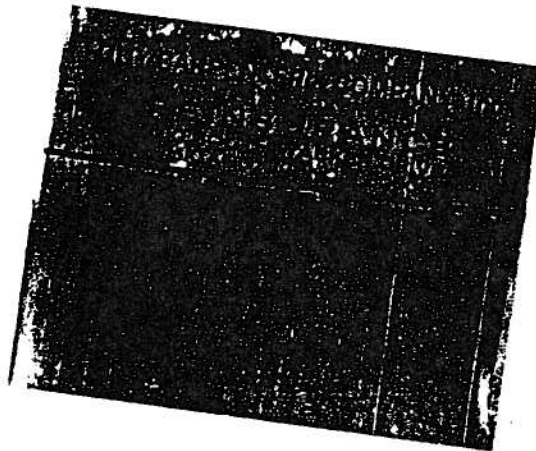
  
\_\_\_\_\_  
Authorized Signature

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

Following Form Excess, General Liability, Auto Liability, Workers Compensation and Employers Liability



other terms and conditions of the Certificate remain unchanged.

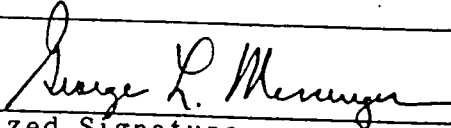
ached to and forming part of Certificate Number 40062-1-00-80

NSURED: International Surplus Lines Insurance Company

SURED: Rockwell International Corp.

XORSEMENT NO.: 4

XORSEMENT EFFECTIVE DATE: 4-1-80

  
Authorized Signature

## MULTI-POLICY LINE CARD

ACCOUNT Rockwell International COVERAGE Following form cases

COMPANY & ALLOCATION	POL. # <u>5320-01</u> <u>524-6</u> TERM <u>4-1-80</u> to <u>4-1-81</u> LIMITS <u>100,000</u> As <u>200,000</u> x <u>7.5% max</u>	POL. # <u>X51</u> <u>6500</u> TERM <u>4-1-80</u> to <u>4-1-81</u> LIMITS <u>100,000</u> x <u>100,000</u>	POL. # <u>X51 6500-1</u> <u>4-1-80</u> to <u>4-1-81</u> LIMITS <u>100,000</u> x <u>200,000</u>	POL. # <u>X51 6500-2</u> <u>4-1-80</u> to <u>4-1-81</u> LIMITS <u>200,000</u> x <u>100,000</u> x <u>100,000</u>	TOTAL
<u>Net</u>	<u>250,000</u>				
<u>2300</u>	<u>250,000</u>				
<u>532</u>	<u>500,000</u>				
<u>868</u>	<u>750,000</u>	<u>250,000</u>			
<u>871</u>		<u>70,000</u>			
<u>WA Re</u>	<u>1,500,000</u>				
<u>Ph. 1 Re</u>	<u>1,000,000</u>				
<u>Ph. 1 Life Mut.</u> <u>clw Burt Scheld</u>	<u>1,000,000</u>				
<u>Alany Re</u>	<u>1,000,000</u>				
<u>Amer Cent</u> <u>clw Dir Allen</u>	<u>1,000,000</u>				
<u>Verfa</u>	<u>750,000</u>				
<u>Kemper</u>	<u>750,000</u>				
<u>Dominion</u> <u>clw Agcy Mgrs</u>	<u>500,000</u>				
<u>Insc</u> <u>clw CT Bowring</u>	<u>500,000</u>				
<u>Veera</u>	<u>250,000</u>		<u>1,000,000</u>		
<u>Clay's</u> <u>clw CT Bowring</u>		<u>7,000,000</u>	<u>7,000,000</u>	<u>2,000,000</u>	
<u>C E Heath</u>		<u>1,000,000</u>			
<u>Geo. Long Global</u>		<u>500,000</u>			
<u>Trans. Corp.</u>		<u>500,000</u>			
<u>LSB (2/75)</u>					

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX.28 2501

**Facultative  
Reinsurance  
Certificate**



Certificate Number 40062-1-00-80A  
Prior Certificate Number 40062-1-00-80

**Kemper Reinsurance Company**

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Surplus Lines Insurance Co. - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Rockwell International Corp.  
**Address** 1000 Grant St. Pittsburgh, PA 15219  
**Policy Number** XSI 7165 **Policy Period** From 10-1-80 To 10-1-81

**3. Period of this Certificate** From 10-1-80 To 10-1-81

**4. Schedule of Reinsurance Afforded** **Date of Acceptance** 10-1-80

Section I TYPE OF INSURANCE	Following Form Excess Liability
Section II POLICY LIMITS	\$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Underlying
Section III COMPANY RETENTION	\$4,500,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Underlying
Section IV REINSURANCE ACCEPTED	\$1,000,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Underlying

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium  
Due Date 10-1-80 Amount Due \$2000.00

☒ Non-adjustable Premium

Total Premium \$2000.00  
(Subj. to 25% ceding comm.)

**6. Intermediary** Guy Carpenter & Company, Inc. - Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name George L. Messenger

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

# THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the intermediary. Payments by the Company to the intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Reinsurer.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

*George P. Messenger*  
AUTHORIZED SIGNATURE

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 40062-1-00-81  
Prior Certificate Number 40062-1-00-80

1. Name and Address of Reinsured International Surplus Lines Insurance Co. - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International Corporation

Address 600 Grant Street, Pittsburgh, PA 15219

Policy Number XSI 7832 Policy Period From 10-1-81 To 10-1-82

3. Period of this Certificate From 10-1-81 To 10-1-82

4. Schedule of Reinsurance Afforded Date of Acceptance 10-1-81

Section I  
TYPE OF  
INSURANCE

Following Form Excess Liability

Section II  
POLICY  
LIMITS

\$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S  
\$60,000,000 each occ/agg. X/S Primary

Section III  
COMPANY  
RETENTION

\$1,750,000 each occ/agg. P/O \$10,000,000 each occ/agg. X/S  
Primary

Section IV  
REINSURANCE  
ACCEPTED

\$1,000,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O  
\$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Primary

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-81 Amount Due \$1800.00

Total Premium \$1800.00  
Commission 22.5 %

☒ Non-adjustable Premium

6. Intermediary Guy Carpenter & Company, Inc. Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company, with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

**O INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the intermediary. Payments by the Company to the intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

MAGISTRATE JUDGE VALDEZ

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



**Kemper Reinsurance Company**  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 40062-1-00-82

Prior Certificate Number 40062-1-00-81

**1. Name and Address of Reinsured** International Surplus Lines Ins. Co. - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Rockwell International Corporation

Address 600 Grant St., Pittsburgh, PA 15222

Policy Number XSI 8541 Policy Period From 10-1-82 To 10-1-83

**3. Period of this Certificate** From 10-1-82 To 10-1-83

**4. Schedule of Reinsurance Afforded** Date of Acceptance 10-1-82

Section I TYPE OF INSURANCE	FOLLOWING FORM EXCESS UMBRELLA LIABILITY
Section II POLICY LIMITS	\$28,000,000 EACH OCC/AGG. (WHERE APPLICABLE) P/O \$40,000,000 EACH OCC/AGG. (WHERE APPLICABLE) X/S \$60,000,000 EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY
Section III COMPANY RETENTION	\$1,750,000 EACH OCC/AGG. P/O \$10,000,000 EACH OCC/AGG. X/S PRIMARY
Section IV REINSURANCE ACCEPTED	\$1,000,000 EACH OCC/AGG. (WHERE APPLICABLE) P/O \$28,000,000 EACH OCC/AGG. (WHERE APPLICABLE) P/O \$40,000,000 EACH OCC/AGG. X/S \$60,000,000 EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

☒ Non-adjustable Premium

**Installment Premium**

Due Date	Amount Due
<u>10-1-82</u>	<u>\$1575.00</u>
<hr/>	
<u>Total Premium</u>	<u>\$1575.00</u>
<u>Commission</u>	<u>22.5</u> %

**6. Intermediary** Guy Carpenter & Co., Inc. Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name *John A. Hay*

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 40062-1-00-83

Prior Certificate Number 40062-1-00-82

1. Name and Address of Reinsured International Surplus Lines Ins. Co. - Morristown, NJ  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International Corporation

Address 600 Grant Street, Pittsburgh, PA 15219

Policy Number XSI 8929 Policy Period From 10-1-83 To 10-1-84

3. Period of this Certificate From 10-1-83 To 10-1-84

4. Schedule of Reinsurance Afforded

Date of Acceptance 10-1-83

Section I TYPE OF INSURANCE	FOLLOWING FORM EXCESS GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION AND EMPLOYERS LIABILITY
Section II POLICY LIMITS	\$28,000,000 EACH OCC/AGG. P/O \$40,000,000 EACH OCC/AGG. X/S \$60,000,000 EACH OCC/AGG. X/S UNDERLYING OR S.I.R.
Section III COMPANY RETENTION	\$1,750,000 EACH OCC/AGG. P/O \$10,000,000 EACH OCC/AGG. X/S UNDERLYING OR S.I.R.
Section IV REINSURANCE ACCEPTED	\$1,250,000 EACH OCC/AGG. P/O \$28,000,000 EACH OCC/AGG. P/O \$40,000,000 EACH OCC/AGG. X/S \$60,000,000 EACH OCC/AGG. X/S UNDERLYING OR S.I.R.

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-83 Amount Due \$1968.75

Total Premium \$1968.75  
Commission 22.5 %

☒ Non-adjustable Premium

6. Intermediary Guy Carpenter & Co., Inc. Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

**O INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the intermediary. Payments by the Company to the intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

SECTION III - Company Retention

\$3,000,000 each occ/agg P/O \$28,000,000 each occ/agg P/O  
\$40,000,000 each occ/agg X/S \$60,000,000 each occ/agg X/S  
Underlying or SIR.

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 40062-1-00-83

REINSURED: International Surplus Lines Ins. Co. - Morristown, NJ

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-83

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Authorized Signature



**FACULTATIVE REINSURANCE CERTIFICATE**



Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Certificate Number 41626-8-00-79  
Prior Certificate Number New

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co., Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International

Address 600 Grant Street, Pittsburgh, PA

Policy Number XSI-5516 Policy Period From 4-1-79 To 4-1-80

3. Period of this Certificate From 4-1-79 To 4-1-80

4. Schedule of Reinsurance Afforded Date of Acceptance 4-1-79

Section I TYPE OF INSURANCE	Following Form Excess General, Auto, Worker Compensation, and Employers Liability
Section II POLICY LIMITS	\$10,000,000 each occ./agg. X/S \$120,000,000 each occ./agg. X/S Underlying
Section III COMPANY RETENTION	\$2,250,000 each occ./agg. P/O \$10,000,000 each occ./agg. X/S \$120,000,000 each occ./agg. X/S Underlying
Section IV REINSURANCE ACCEPTED	\$500,000 each occ./agg. P/O \$10,000,000 each occ./agg. X/S \$120,000,000 each occ./agg. X/S Underlying.

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 4-1-79 Amount Due \$800.00

☒ Non-adjustable Premium

Total Premium \$800.00

(subject to 22.5% ceding commission)

6. Intermediary L. W. Biegler Inc. Chicago, Illinois

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George P. McQuinn

Title

Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 41626-8-00-79

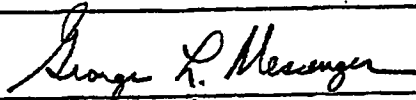
REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 4/1/79

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Authorized Signature

**Kemper Reinsurance Company.**  
Lorig Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Certificate Number 44282-7-00-80  
Prior Certificate Number NEW

Kemper Reinsurance Company  
DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Ins. Co. - Morristown, NJ  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Rockwell International Corp.

Address 600 Grant Street, Pittsburgh, Pa.

Policy Number 520-021524-6 Policy Period From 4-1-80 To 4-1-81

3. Period of this Certificate From 4-1-80 To 4-1-81

4. Schedule of Reinsurance Afforded Date of Acceptance 4-1-80

Section I TYPE OF INSURANCE	<b>Following Form Excess Liability</b>
Section II POLICY LIMITS	<b>\$10,000,000 CSL each Occ/agg. X/S Underlying</b>
Section III COMPANY RETENTION	<b>\$1,750,000 CSL each Occ/agg. P/O \$10,000,000 CSL each Occ/agg. X/S Underlying</b>
Section IV REINSURANCE ACCEPTED	<b>\$750,000 CSL each Occ/agg. P/O \$10,000,000 CSL each Occ/agg. X/S Underlying</b>

5. Reinsurance Premium Computation

☒ Adjustable Premium  
**\$6.00555 per \$1000 Gross Receipts**

☐ Non-adjustable Premium

Installment Premium

Due Date 4-1-80 Amount Due \$27,000.00

Total Premium \$27,000.00

(Subject to 22.5% Ceding Commission)

6. Intermediary L. W. Biegler  
Chicago, Ill.

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS****A**

**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**

**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**

**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**

**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**

**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**

**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**

**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**

**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**

**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**

**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**

**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.


Attached to and forming part of Certificate Number 44282-7-00-80

REINSURED: International Ins. Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 4-1-80

  
Authorized Signature



**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Certificate Number 44282-7-00-80A  
Prior Certificate Number 44282-7-00-80

**Kemper Reinsurance Company**  
DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Insurance Company - Morristown, NJ  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Rockwell International Corporation

Address 600 Grant St. Pittsburgh, PA  
Policy Number 5220244548 Policy Period From 10-1-80 To 10-1-81

**3. Period of this Certificate** From 10-1-80 To 10-1-81

**4. Schedule of Reinsurance Afforded** Date of Acceptance 10-1-80

Section I TYPE OF INSURANCE	Following Form Excess Liability
Section II POLICY LIMITS	\$10,000,000 C.S.L. each occ/agg. X/S Primary
Section III COMPANY RETENTION	\$1,750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary
Section IV REINSURANCE ACCEPTED	\$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary

**5. Reinsurance Premium Computation**

☒ Adjustable Premium  
@ .0555 per \$1000 Gross Receipts

Installment Premium  
Due Date 10-1-80 Amount Due \$27,000.00  
  
Total Premium \$27,000.00  
(Subj. to 22.5% ceding comm.)

☐ Non-adjustable Premium

**6. Intermediary** L.W. Biegler Inc. - Chicago, IL

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George L. Messinger*

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 44282-7-00-81  
Prior Certificate Number 44282-7-00-80A

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured International Insurance Company - Morristown, NJ**  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured Rockwell International Corporation**

Address 600 Grant Street, Pittsburgh, PA

Policy Number 522029437 2 Policy Period From 10-1-81 To 10-1-82

**3. Period of this Certificate** From 10-1-81 To 10-1-82

**4. Schedule of Reinsurance Afforded** Date of Acceptance 10-1-81

Section I TYPE OF INSURANCE	Following Form Excess Liability
Section II POLICY LIMITS	\$10,000,000 C.S.L. each occ/agg. X/S Primary
Section III COMPANY RETENTION	\$2,200,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary
Section IV REINSURANCE ACCEPTED	\$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary

**5. Reinsurance Premium Computation**

☒ Adjustable Premium  
@ .005 per \$1000 Gross Receipts.

☐ Non-adjustable Premium

**Installment Premium**

Due Date 10-1-81 Amount Due \$24,300.00

Total Premium \$24,300.00  
Commission 22.5 %

**6. Intermediary** L. W. Biegler, Inc. Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 44282-7-00-83  
Prior Certificate Number 44282-7-00-82

**1. Name and Address of Reinsured** International Insurance Company - Morristown, NJ  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Rockwell International Corporation

Address 600 Grant Street, Pittsburgh, PA 15219

Policy Number 522 0437067 Policy Period From 10-1-83 To 10-1-84

**3. Period of this Certificate** From 10-1-83 To 10-1-84

**4. Schedule of Reinsurance Afforded** Date of Acceptance 10-1-83

Section I TYPE OF INSURANCE	EXCESS GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION AND EMPLOYERS LIABILITY
Section II POLICY LIMITS	\$10,000,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY
Section III COMPANY RETENTION	\$1,750,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) P/O \$10,000,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY
Section IV REINSURANCE ACCEPTED	\$750,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) P/O \$10,000,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY

**5. Reinsurance Premium Computation**

☒ Adjustable Premium  
@ .0054 per \$1000 gross receipts

**Installment Premium**

Due Date 10-1-83 Amount Due \$21,262.50

☐ Non-adjustable Premium

Total Premium \$21,262.50  
Commission 22.5 %

**6. Intermediary** L. W. Biegler, Inc. Chicago, IL 6060

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**  
**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 44282-7-00-84

Prior Certificate Number 44282-7-00-83

**1. Name and Address of Reinsured** International Insurance Company - Morristown, NJ  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** Rockwell International Corporation

**Address** 600 Grant Street, Pittsburgh, PA 15219

**Policy Number** 5220368685 **Policy Period** From 10-1-84 To 10-1-85

**3. Period of this Certificate** From 10-1-84 To 10-1-85

**4. Schedule of Reinsurance Afforded**

**Date of Acceptance** 10-1-84

Section I TYPE OF INSURANCE	EXCESS GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION AND EMPLOYERS LIABILITY
Section II POLICY LIMITS	\$5,000,000 CSL EACH OCC/AGG (WHERE APPLICABLE) X/S PRIMARY
Section III COMPANY RETENTION	\$1,000,000 CSL EACH OCC/AGG (WHERE APPLICABLE) P/O \$5,000,000 CSL EACH OCC/AGG (WHERE APPLICABLE) X/S PRIMARY
Section IV REINSURANCE ACCEPTED	\$500,000 CSL EACH OCC/AGG (WHERE APPLICABLE) P/O \$5,000,000 CSL EACH OCC/AGG (WHERE APPLICABLE) X/S PRIMARY

**5. Reinsurance Premium Computation**

☒ Adjustable Premium  
@ .0103 per \$1000 gross receipts

☐ Non-adjustable Premium

Installment Premium

Due Date 10-1-84 Amount Due \$45,000.00

Total Premium \$45,000.00

Commission 22.5 %

**6. Intermediary** L.W. Biegler, Inc.

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name [Signature]

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

~~Kemper~~ Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

Facultative  
Reinsurance  
Certificate



JUN - 9 1980

Certificate Number 43148-3-00-79

Prior Certificate Number New

Kemper Reinsurance Company

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment IL  
of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured United Technologies Corporation

Address United Technologies Bldg., Hartford, CT 06101

Policy Number 1) XSI-5748 Policy Period From 1) 10-1-79 To 10-1-80

2) XSI-5749 2) 10-1-79 10-1-80

3. Period of this Certificate From 10-1-79 To 10-1-80

4. Schedule of Reinsurance Afforded

Date of Acceptance 10-1-79

Section I TYPE OF INSURANCE	SEE ENDORSEMENT NUMBER 1
Section II POLICY LIMITS	SEE ENDORSEMENT NUMBER 1
Section III COMPANY RETENTION	SEE ENDORSEMENT NUMBER 1
Section IV REINSURANCE ACCEPTED	SEE ENDORSEMENT NUMBER 1

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-79 Amount Due 1) \$6000.00 2) \$1200.00

☒ Non-adjustable Premium

Total Premium 1) \$6000.00 2) \$1200.00

(Subject to 20% ceding commission)

6. Intermediary Willcox, Baringer & Co., Inc. - New York, NY

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George D. Mueninger*

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

WILSON - SAEINGER

JUN - 9 1980

**A**  
**RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**  
**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**  
**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**  
**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**  
**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**  
 The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**  
**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**  
**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**  
**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**  
**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**  
**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**  
 If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**  
 Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

N. Y.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

JUN - 9 1980

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

- 1) Excess Umbrella Liability
- 2) Excess Umbrella Liability

Section II - Policy Limits:

- 1) \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section III- Company Retention:

- 1) \$2,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$1,500,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$1,000,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-79

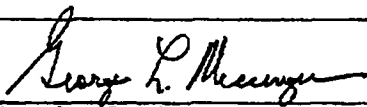
REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-79

**N. Y.**

  
Authorized Signature

KEMPER REINSURANCE COMPANY

JUN - 9 1980

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

**N. Y.**

All other terms and conditions of the Certificate remain unchanged.

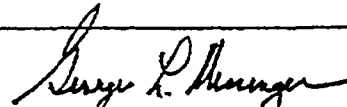
Attached to and forming part of Certificate Number 43148-3-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 10-1-79

  
Authorized Signature



## Routing Slip From L.W. Biegler Inc. (N.Y.) To:

Executive/Personnel  
 Directors/Officers BIEGLER INC.  
 Casualty B. Biegler

NOV - 1 1979

Property  
 Accounting  
 Claims

Insured United Nat'l Ins. Co. N.Y.  
 Coverage Excess Umbrella Liability

Policy # XSI 5748  
 Date October 31, 1979

## Policy Issued On:

## Attachments:

Admitted (Licensed) Basis  
 "A Rated" Basis  
 Surplus Lines Basis: License # \_\_\_\_\_

Binder  
 Policy  
 Policy Replacing Binder  
 Renewal Of  
 Endorsements # \_\_\_\_\_  
 Invoice  
 Abstract  
 Fac Memo  
 A Rated Filing  
 XS CAS SLIP  
 London Treaty Bdx. Decl.  
 Correspondence  
 Claim Notice  
 Coding Instructions  
 Multi Policy Line Card  
Facultative Reinsurance certificate.

If issued on an admitted company basis producer must qualify for commission by satisfying one of the following stipulations listed in the State Manual under "Persons to whom a commission will be paid":

A Licensed C&F Resident Agent  
 A Licensed C&F Non-Resident Agent:  
 Non-Resident License # \_\_\_\_\_  
 A Licensed Resident Broker  
 A Licensed Non-Resident Broker:  
 Non-Resident License # \_\_\_\_\_  
 Exchange of Business (Certain States)

Non-Entry of State (Certain States)

## Countersigning Instructions:

Send to L.W. Biegler to C/S  
 Coding Sign For:

## L.W.B.-N.Y. Processing Checklist:

Typist Initials: (RB)  
 Proofread By: \_\_\_\_\_  
 Underwriter: \_\_\_\_\_  
 Coding: \_\_\_\_\_  
 Month: \_\_\_\_\_  
 DWR: \_\_\_\_\_

Do Not Sign Because:  
 Agent Will Sign  
 Countersigning Agent Will Sign  
 Forwarding Letter Attached

N. Y.

Corrections:

**Kemper Reinsurance Company**

Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

APR 6 1981  
Facultative  
Reinsurance  
Certificate



Certificate Number 43148-3-00-80

Prior Certificate Number 43148-3-00-79

Kemper Reinsurance Company

DOES HEREBY REINSURE:

**1. Name and Address of Reinsured** International Surplus Lines Ins. Co. - Chicago, IL

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** United Technologies Corporation

**Address** United Technologies Building Hartford, CT 06101

Policy Number	Policy Period	From	To
1) XSI 7144		10-1-80	10-1-81
2) XSI 7145		10-1-80	10-1-81

**3. Period of this Certificate**  
From 10-1-80 To 10-1-81

**4. Schedule of Reinsurance Afforded**

**Date of Acceptance** 10-1-80

Section I TYPE OF INSURANCE	
1) UMBRELLA LIABILITY	
2) UMBRELLA LIABILITY	

Section II POLICY LIMITS	
SEE ENDORSEMENT #1	

Section III COMPANY RETENTION	
SEE ENDORSEMENT #1	

Section IV REINSURANCE ACCEPTED	
SEE ENDORSEMENT #1	

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

Installment Premium

Due Date	Amount Due
10-1-80	1) \$5200.00 2) \$1000.00

☒ Non-adjustable Premium

Total Premium
1) \$5200.00 2) \$1000.00

**6. Intermediary Willcox, Baringer & Co., Inc.**

New York, NY 10038

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

*George R. Messenger*

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

# THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A**

**RETENTION AND APPLICATION OF LIABILITY.** The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B**

**COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C**

**NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D**

**DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E**

**LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F**

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G**

**SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H**

**INTERMEDIARY CLAUSE.** The Intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

**H**

**PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I**

**INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J**

**CANCELLATION.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K**

**OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L**

**NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M**

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N**

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

APR - 6 1981

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section II - Policy Limits:

- 1) \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section III - Company Retention:

- 1) \$2,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$6,650,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$1,000,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

All other terms and conditions of the Certificate remain unchanged.

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Attached to and forming part of Certificate Number 43148-3-00-80

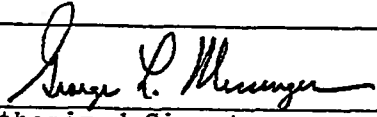
REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-80

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Authorized Signature

Kemper Reinsurance Company  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501.

Facultative  
Reinsurance  
Certificate



FEB 25 1982

Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 43148-3-00-81  
Prior Certificate Number 43148-3-00-80

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured United Technologies Corporation

Address United Technologies Building, Hartford, CT 06101

Policy Number 1) XSI 7725 Policy Period From 10-1-81 To 10-1-82

2) XSI 7726 From 10-1-81 To 10-1-82

3. Period of this Certificate From 10-1-81 To 10-1-82

4. Schedule of Reinsurance Afforded

Date of Acceptance 10-1-81

Section I TYPE OF INSURANCE	Excess Umbrella Liability
Section II POLICY LIMITS	See Endorsement No. 1
Section III COMPANY RETENTION	See Endorsement No. 1
Section IV REINSURANCE ACCEPTED	See Endorsement No. 1

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-81 Amount Due 1) \$5037.50 2) \$1162.50

X ☒ Non-adjustable Premium

Total Premium 1) \$5037.50 2) \$1162.50  
Commission NTL %

6. Intermediary Willcox, Baringer & Co., Inc. New York, NY 10038

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George R. Messinger

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

- A RETENTION AND APPLICATION OF LIABILITY.** The Company, its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available, to the Company, or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.
- B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.
- C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.
- D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.
- E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:
1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.
  2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.
- The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.
- F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.
- G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.
- I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available, to the Company, or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.
- J CANCELLATION OF THE POLICY OF THE COMPANY.** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days. In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.
- K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.
- L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.
- M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.
- N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.
- O INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the intermediary. Payments by the Company to the intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.



REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:

- 1) \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary.
- 2) \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary.

Section III - COMPANY RETENTION:

- 1) \$2,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary (Net and Treaty).
- 2) \$6,500,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary (Net and Treaty).

Section IV - REINSURANCE ACCEPTED:

- 1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary.
- 2) \$1,000,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-2-00-81

REINSURED: International Surplus Lines Insurance Co.

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-81

  
Authorized Signature

Kemper Reinsurance Company

One Penn Plaza  
New York, NY 10019  
Tel: (212) 512-2600  
TELEX 26 2501

Facultative  
Reinsurance  
Certificate



Kemper Reinsurance Company  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 43149-3-00-82

Prior Certificate Number 43145-3-00-81

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured United Technologies Corporation

Address United Technologies Building, Hartford, CT 06101

Policy Number 1) XSI 8580 Policy Period From 10-1-82 To 10-1-83

2) XSI 8581

3. Period of this Certificate From 10-1-82 To 10-1-83

4. Schedule of Reinsurance Afforded

Date of Acceptance 10-1-82

Section I  
TYPE OF  
INSURANCE

UMBRELLA LIABILITY

Section II  
POLICY  
LIMITS

SEE ENDORSEMENT NO. 1

Section III  
COMPANY  
RETENTION

SEE ENDORSEMENT NO. 1

Section IV  
REINSURANCE  
ACCEPTED

SEE ENDORSEMENT NO. 1

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-82 Amount Due 1) \$4650.00 2) \$968.75

Total Premium 1) \$4650.00 2) \$968.75

Commission NIL %

☒ Non-adjustable Premium

6. Intermediary Willcox, Raringer & Co., Inc. New York, NY 10038

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

George R. Messinger

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:

- 1) \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S  
\$20,000,000 each occ/agg X/S Underlying.
- 2) \$20,000,000 each occ/agg P/O \$200,000,000 each occ/agg X/S  
\$100,000,000 each occ/agg X/S Underlying.

Section III - COMPANY RETENTION:

- 1) \$10,000,000 each occ/agg P/O \$15,000,000 each occ/agg P/O  
\$25,000,000 each occ/agg X/S \$20,000,000 each occ/agg X/S  
Underlying.
- 2) \$16,500,000 each occ/agg P/O \$20,000,000 each occ/agg P/O  
\$200,000,000 each occ/agg X/S \$100,000,000 each occ/agg X/S  
Underlying.

Section IV - REINSURANCE ACCEPTED:

- 1) \$1,000,000 each occ/agg P/O \$15,000,000 each occ/agg P/O  
\$25,000,000 each occ/agg X/S \$20,000,000 each occ/agg X/S  
Underlying.
- 2) \$1,000,000 each occ/agg P/O \$20,000,000 each occ/agg P/O  
\$200,000,000 each occ/agg X/S \$100,000,000 each occ/agg X/S  
Underlying.

All other terms and conditions of the Certificate remain unchanged.

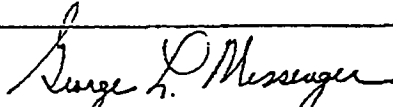
Attached to and forming part of Certificate Number 43148-3-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-82

  
Authorized Signature

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section II - Policy Limits:

1) \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying

2) Remains the Same

Section III - Company Retention:

1) \$10,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying

2) Remains the Same

Section IV - Reinsurance Accepted:

1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/s Underlying

2) Remains the Same

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-82

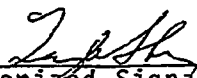
REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 10-1-82

*Per my request  
of 4/14/83  
2/2/83*

  
Authorized Signature



Long Grove, IL 60049

Telephone 312 | 540-2600  
TELEX 28 2501Willcox, Baringer & Co., Inc.  
130 John Street  
New York, NY 10038Please Return this stub  
with your payment to:  
Kemper Reinsurance Company  
Post Office Box 91335  
Chicago, IL 60693

DATE: March 8, 1983

CERTIFICATE NO. 43148-3-00-82

YOUR REFERENCE NO. N82-0579, N82-0580

A/C United Technologies Corporation

R/I International Surplus Lines Insurance Company - Chicago, IL

EFFECTIVE: 10-1-82 10-1-82

PREMIUM: \$4650.00 \$968.75

RETURN PREMIUM:

BROKERAGE: \$465.00 \$96.88  
(10%) (10%)

COMMISSION:

BALANCE DUE: \$4185.00 \$871.87

PLEASE PAY THIS AMOUNT ♦ \$5056.87

PREMIUMS ARE DUE AND PAYABLE ON THE DATE REINSURANCE IS EFFECTIVE

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



**Kemper Reinsurance Company**  
(herein called the Reinsurer)

DOES HEREBY REINSURE:

Certificate Number 43148-3-00-83  
Prior Certificate Number 43148-3-00-82

**1. Name and Address of Reinsured** International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

**2. Name of Insured** United Technologies Corporation  
**Address** United Technologies Building, Hartford, CT 06101  
**Policy Number** XSI-8883 **Policy Period** From 10-1-83 To 10-1-84

**3. Period of this Certificate** From 10-1-83 To 10-1-84

**4. Schedule of Reinsurance Afforded** **Date of Acceptance** 10-1-83

Section I TYPE OF INSURANCE	UMBRELLA LIABILITY
Section II POLICY LIMITS	\$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING
Section III COMPANY RETENTION	\$11,000,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING
Section IV REINSURANCE ACCEPTED	\$1,000,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING

**5. Reinsurance Premium Computation**

☐ Adjustable Premium

☒ Non-adjustable Premium

**Installment Premium**

Due Date	Amount Due
<u>10-1-83</u>	<u>\$3952.50</u>
<hr/>	
<b>Total Premium</b>	<u>\$3952.50</u>
<b>Commission</b>	<u>NIL</u> %

**6. Intermediary** Willcox, Inc. New York, NY 10038

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

**Name** *[Signature]*  
**Title** Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.



## THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits; it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

**O INTERMEDIARY CLAUSE.** The intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

**Kemper Reinsurance Company**  
Long Grove, IL 60049  
Telephone: 312/540-2600  
TELEX 28 2501

**Facultative  
Reinsurance  
Certificate**



Kemper Reinsurance Company  
(herein called the Reinsurer)

Certificate Number 63865-2-00-84  
Prior Certificate Number NEW

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL  
(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured United Technologies Corporation

Address United Technologies Building, Hartford, CT 06101

Policy Number XSI 8915 Policy Period From 10-1-84 To 10-1-85

3. Period of this Certificate From 10-1-84 To 10-1-85

4. Schedule of Reinsurance Afforded

Date of Acceptance 10-1-84

Section I TYPE OF INSURANCE	EXCESS UMBRELLA LIABILITY
Section II POLICY LIMITS	\$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING
Section III COMPANY RETENTION	\$10,500,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING
Section IV REINSURANCE ACCEPTED	\$2,000,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-84 Amount Due \$12,000.00

☒ Non-adjustable Premium

Total Premium \$12,000.00  
Commission 25 %

6. Intermediary

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name [Signature]

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

**THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS**

**A RETENTION AND APPLICATION OF LIABILITY.** The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

**B COOPERATION OF COMPANY.** The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

**C NOTICE OF OCCURRENCE.** Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

**D DEFENSE OF CLAIMS OR SUITS.** While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

**E LOSS PAYABLE.** All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

**F** The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

**G SALVAGE.** The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

**H PREMIUM TAXES.** The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

**I INSOLVENCY.** In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statutes of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

**J** Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days. In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

**K OFFSET CLAUSE.** The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

**L NON-CONCURRENT.** The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

**M** If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

**N** Except as provided by the insolvency clause and any amendments thereto referred to in paragraph I, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.